

Contract for the sale and purchase of land - 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	COASTSIDE SHELLHARBOUR FIRST NATIONAL 18/23 Addison Street Shellharbour NSW 2529 Email: sales@coastsidefn.com.au	phone (02) 4295 5033 fax ref Brooke Gilbert
co-agent	Not Applicable	phone fax ref
vendor	SUNDEEP NARISSETTY 75 Jindabyne Road, Flinders NSW 2529	
vendor's solicitor	HEARD MCEWAN LEGAL 91 Crown Street, Wollongong NSW 2500 PO Box 882, Wollongong NSW 2520 email: property@heardmcewan.com.au	phone (02) 4254 5222 fax ref NFH:MLH:411606
date of completion	42nd day after the contract date (clause 15)	
Land (address, plan details and title reference)	75 JINDABYNE ROAD, FLINDERS NSW 2529 Registered Plan: Lot 1 in Deposited Plan 1034595 Folio Identifier 1/1034595	
improvements	☒ VACANT POSSESSION ☐ subject to existing tenancies ☒ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☒ documents in the List of Documents as marked or numbered: ☐ other documents:	

A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.

inclusions	☐ air conditioning	☐ clothes line	☐ fixed floor coverings	☐ range hood
	☐ blinds	☐ curtains	☐ insect screens	☐ solar panels
	☐ built-in wardrobes	☐ dishwasher	☐ light fittings	☐ stove
	☐ ceiling fans	☐ EV charger	☐ pool equipment	☐ TV antenna
	☐ other:			
exclusions				
purchaser				
purchaser's				
☐ solicitor				
☐ conveyancer				
	email:	phone		
		fax		
		ref		
price	\$			
deposit	\$	(10% of the price, unless otherwise stated)		
balance	\$			
contract date		(if not stated, the date this contract was made)		

Where there is more than one purchaser ☐ JOINT TENANTS
☐ tenants in common ☐ in unequal shares

~~GST AMOUNT (optional) The price includes GST of \$~~

buyer's agent

Note: Clause 20.15 provides "Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked."

SIGNING PAGE

VENDOR	PURCHASER												
Signed by _____ Vendor _____ Vendor	Signed by _____ Purchaser _____ Purchaser												
VENDOR (COMPANY)	PURCHASER (COMPANY)												
Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: <table border="0"> <tr> <td>_____ Signature of authorised person</td> <td>_____ Signature of authorised person</td> </tr> <tr> <td>_____ Name of authorised person</td> <td>_____ Name of authorised person</td> </tr> <tr> <td>_____ Office held</td> <td>_____ Office held</td> </tr> </table>	_____ Signature of authorised person	_____ Signature of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Office held	_____ Office held	Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: <table border="0"> <tr> <td>_____ Signature of authorised person</td> <td>_____ Signature of authorised person</td> </tr> <tr> <td>_____ Name of authorised person</td> <td>_____ Name of authorised person</td> </tr> <tr> <td>_____ Office held</td> <td>_____ Office held</td> </tr> </table>	_____ Signature of authorised person	_____ Signature of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Office held	_____ Office held
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_____ Office held	_____ Office held												

Choices

Vendor agrees to accept a **deposit bond** ☒ NO ☐ yes

Nominated Electronic Lodgment Network ELN (clause 4) PEXA

Manual transaction (clause 30) ☒ NO ☐ yes

(if yes, vendor must provide further details, including any applicable exception, in the space below):

Parties agree that the deposit be invested (clause 2.9) ☒ NO ☐ yes

Tax information (the parties promise this is correct as far as each party is aware)

Land tax is adjustable ☒ NO ☐ yes

GST: Taxable supply ☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply ☒ NO ☐ yes

This sale is not a taxable supply because (one or more of the following may apply) the sale is:

- ☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- ☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- ☐ GST-free because the sale is the supply of a going concern under section 38-325
- ☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
- ☒ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an **GSTRW payment**: ☒ NO ☐ yes (if yes, vendor must provide further details)
(GST residential withholding payment)

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

GSTRW payment (GST residential withholding payment) – further details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**:

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate): \$

Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):

Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

If "yes", the GST inclusive market value of the non-monetary consideration: \$

Other details (including those required by regulation or the ATO forms):

List of Documents

General ☒ 1 property certificate for the land ☒ 2 plan of the land ☐ 3 unregistered plan of the land ☐ 4 plan of land to be subdivided ☐ 5 document that is to be lodged with a relevant plan ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 ☐ 7 additional information included in that certificate under section 10.7(5) ☒ 8 sewerage infrastructure location diagram (service location diagram) ☒ 9 sewerage lines location diagram (sewerage service diagram) ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract ☐ 11 <i>planning agreement</i> ☐ 12 section 88G certificate (positive covenant) ☐ 13 survey report ☐ 14 building information certificate or building certificate given under <i>legislation</i> ☐ 15 occupation certificate ☐ 16 lease (with every relevant memorandum or variation) ☐ 17 other document relevant to tenancies ☐ 18 licence benefiting the land ☐ 19 old system document ☐ 20 Crown purchase statement of account ☐ 21 building management statement ☐ 22 form of requisitions ☐ 23 <i>clearance certificate</i> ☐ 24 land tax certificate Home Building Act 1989 ☐ 25 insurance certificate ☐ 26 brochure and warning ☐ 27 evidence of alternative indemnity cover Swimming Pools Act 1992 ☐ 28 certificate of compliance ☐ 29 evidence of registration ☐ 30 relevant occupation certificate ☐ 31 certificate of non-compliance ☐ 32 detailed reasons of non-compliance	Strata or community title (clause 23 of the contract) ☐ 33 property certificate for strata common property ☐ 34 plan creating strata common property ☐ 35 strata by-laws ☐ 36 strata development contract or statement ☐ 37 strata management statement ☐ 38 strata renewal proposal ☐ 39 strata renewal plan ☐ 40 leasehold strata – lease of lot and common property ☐ 41 property certificate for neighbourhood property ☐ 42 plan creating neighbourhood property ☐ 43 neighbourhood development contract ☐ 44 neighbourhood management statement ☐ 45 property certificate for precinct property ☐ 46 plan creating precinct property ☐ 47 precinct development contract ☐ 48 precinct management statement ☐ 49 property certificate for community property ☐ 50 plan creating community property ☐ 51 community development contract ☐ 52 community management statement ☐ 53 document disclosing a change of by-laws ☐ 54 document disclosing a change in a development or management contract or statement ☐ 55 document disclosing a change in boundaries ☐ 56 information certificate under Strata Schemes Management Act 2015 ☐ 57 information certificate under Community Land Management Act 2021 ☐ 58 disclosure statement – off the plan contract ☐ 59 other documents relevant to off the plan contract Other ☐ 60 Other: Not Applicable
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HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

Before signing this contract you should ensure that you understand your rights and obligations, some of which are not written in this contract but are implied by law.

WARNING—SMOKE ALARMS

The owners of certain types of buildings and strata lots must have smoke alarms, or in certain cases heat alarms, installed in the building or lot in accordance with regulations under the *Environmental Planning and Assessment Act 1979*. It is an offence not to comply. It is also an offence to remove or interfere with a smoke alarm or heat alarm. Penalties apply.

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

- (a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and
- (b) ask the relevant local council whether it holds records showing that the residential premises contain loose-fill asbestos insulation.

For further information about loose-fill asbestos insulation, including areas in which residential premises have been identified as containing loose-fill asbestos insulation, contact NSW Fair Trading.

Cooling off period (purchaser's rights)

- 1** This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.
- 2** EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—
 - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
 - (b) in any other case—the fifth business day after the day on which the contract was made.
- 3** There is NO COOLING OFF PERIOD—
 - (a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or
 - (b) if the property is sold by public auction, or
 - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
 - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under the Act, section 66ZG.
- 4** A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5** The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

DISPUTES

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).

AUCTIONS

Regulations made under the Property and Stock Agents Act 2002 prescribe a number of conditions applying to sales by auction.

WARNINGS

1. Various Acts of Parliament and other matters can affect the rights of the parties to this contract. Some important matters are actions, claims, decisions, licences, notices, orders, proposals or rights of way involving:

APA Group	NSW Department of Education
Australian Taxation Office	NSW Fair Trading
Council	Owner of adjoining land
County Council	Privacy
Department of Planning and Environment	Public Works Advisory
Department of Primary Industries	Subsidence Advisory NSW
Electricity and gas	Telecommunications
Land and Housing Corporation	Transport for NSW
Local Land Services	Water, sewerage or drainage authority

If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

The vendor sells and the purchaser buys the *property* for the price under these provisions instead of Schedule 3 Conveyancing Act 1919, subject to any *legislation* that cannot be excluded.

1 Definitions (a term in *italics* is a defined term)

1.1 In this contract, these terms (in any form) mean –

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
 - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
 - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
 - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
 - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
 - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
 - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
 - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
 - 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
 - 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
 - 4.1.2 a party serves a notice stating why the transaction is a *manual transaction*, in which case the parties do not have to complete earlier than 14 days after service of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each party must –
 - bear equally any disbursements or fees; and
 - otherwise bear that party's own costs;
 incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
 - 4.2.2 if a party has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the parties, that amount must be adjusted under clause 14.
- 4.3 The parties must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
 - 4.3.2 using the nominated *ELN*, unless the parties otherwise agree. This clause 4.3.2 does not prevent a party using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The parties must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
 - 4.7.2 create and *populate* an *electronic transfer*;
 - 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
 - 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the parties must ensure that –
- 4.11.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
 - 4.11.2 all certifications required by the *ECNL* are properly given; and
 - 4.11.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
 - 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
 - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
 - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
 - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
 - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
 - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
 - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
 - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
 - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
 - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
 - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
 - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
 - if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
 - 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
 - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
 - a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
 - 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
 - 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that service and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.

16 Completion

• Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
 - 18.2.2 make any change or structural alteration or addition to the *property*; or
 - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
 - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
 - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
 - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
 - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
 - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
 - 23.2.3 'contribution' includes an amount payable under a by-law;
 - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
 - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
 - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
 - 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
 - 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
 - 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
 - normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
 - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
 - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
 27.2 The purchaser must properly complete and then serve the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.
 27.3 The vendor must apply for consent *within* 7 days after service of the purchaser's part.
 27.4 If consent is refused, either *party* can *rescind*.
 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within* 7 days after receipt by or service upon the *party* of written notice of the conditions.
 27.6 If consent is not given or refused –
 27.6.1 *within* 42 days after the purchaser serves the purchaser's part of the application, the purchaser can *rescind*; or
 27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.
 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
 27.7.1 under a *planning agreement*; or
 27.7.2 in the Western Division.
 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
 27.9 The date for completion becomes the later of the date for completion and 14 days after service of the notice granting consent to transfer.

28 Unregistered plan

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
 28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
 28.3 If the plan is not registered *within* that time and in that manner –
 28.3.1 the purchaser can *rescind*; and
 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
 28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.
 28.5 The date for completion becomes the later of the date for completion and 21 days after service of the notice.
 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party* serves notice of the condition.
 29.7 If the *parties* can lawfully complete without the event happening –
 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party* serves notice of the refusal; and
 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
 • either *party* serving notice of the event happening;
 • every *party* who has the benefit of the provision serving notice waiving the provision; or
 • the end of the time for the event to happen.

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
 - 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
 - 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
 - 30.2 *Normally*, the purchaser must serve the transfer at least 7 days before the date for completion.
 - 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must serve it.
 - 30.4 If the purchaser serves a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
 - 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
 - **Place for completion**
 - 30.6 *Normally*, the *parties* must complete at the completion address, which is –
 - 30.6.1 if a special completion address is stated in this contract - that address; or
 - 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
 - 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
 - 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
 - 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
 - **Payments on completion**
 - 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
 - 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
 - 30.10.1 the amount is to be treated as if it were paid; and
 - 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
 - 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
 - 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
 - 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
 - 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
 - 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
 - 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
 - 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
 - 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

75 JINDABYNE RD FLINDERS 2529

Additional Provisions

33. Alterations to Printed Form

Clause 7.1.1 is amended by deleting the words "5% of the price" and inserting "1% of the price" in their place.

34. Agent Indemnity

The Purchaser warrants to the Vendor that the Purchaser has not been introduced to the property by any real estate agent or agency other than the agent or agency nominated in this Contract and hereby agrees to indemnify the Vendor against any claim by any real estate agent or agency due to the Purchaser's breach or alleged breach of this warranty to the intent that all damages, costs and expenses on a Solicitor and Client basis which may be incurred by the Vendor in respect of any such claim or alleged claim shall be paid by the Purchaser to the Vendor. This clause shall not merge upon completion.

35. Notice to Complete

- (a) In the event the Purchaser fails to complete this Contract in accordance with its terms, the Vendor can serve a notice to require the Purchaser to complete within not less than fourteen (14) days after service of the notice and to make the time for doing so essential.
- (b) The period referred to in this clause is deemed reasonable for all purposes.
- (c) The notice may be withdrawn by the Vendor who may issue a further such notice (or notices).

36. Delayed Completion

If the Purchaser shall not complete this purchase by the completion date, without default by the Vendor, the Purchaser shall pay to the Vendor on completion, in addition to the balance purchase money:-

- (a) an amount calculated as eight per cent (8%) per annum interest on the balance purchase money, computed at a daily rate from the day immediately after the completion date to the day on which this sale shall be completed; and
- (b) (if the Vendor has served upon the Purchaser a Notice to Complete) the sum of three hundred and thirty dollars (\$330.00) to cover legal costs and other expenses incurred as a consequence, to be allowed by the Purchaser as an additional adjustment on completion;

It is agreed between the parties that the above interest calculation is a genuine pre-estimate of the damages that would be suffered by the Vendor should the Purchaser not complete this purchase by the completion date.

37. Condition of the Property

Before signing this Contract, the Purchaser acknowledges that:

- (a) He/She/They/It (as the case may be) has had an opportunity to inspect the property; and

- (b) accepts the property in its present condition and state of repair with all faults latent and patent subject to fair wear and tear as provided in clause 10.1.4 and the Purchaser cannot make a claim or requisition or rescind or terminate in this regard.

38. Termination and Rescission

If a party to this Contract is an individual who, before completion:

- (a) dies; or
- (b) becomes incapable of managing its own affairs due to unsoundness of mind,

then either party may rescind this Contract and the provisions of clause 19 shall apply.

39. Cooling Off Period

- (a) When the Purchaser requests the Vendor to extend any cooling-off period, it is an essential term that on completion of this Contract the Purchaser shall pay to the Vendor the sum of \$220.00 inclusive of GST for each extension requested, in order to reimburse the Vendor for the additional legal costs incurred by the Vendor in connection with the request for the extension of the cooling-off period, whether or not the Vendor agrees with the request.
- (b) Where the Purchaser rescinds this Contract pursuant to the cooling-off period legislation, a certified copy of this contract provision submitted to the deposit holder shall be sufficient authority for the deposit holder to release this amount from any deposit held by the deposit holder intended to be refunded to the Purchaser.

40. Payment of Deposit

- (a) The Purchaser must pay the full 10% deposit either as to the full amount on or before the making of this Contract except where the Vendor has agreed to accept a lesser sum to be paid on or before the making of this Contract in which event the balance of the 10% deposit is to be paid on or before the date for completion or on demand by the Vendor (but with the Vendor only being entitled to make a demand for payment of the balance of the deposit if the Purchaser is in default in an essential respect of obligations under the terms of this Contract).
- (b) If the Purchaser fails to pay any balance of deposit after demand or if the Vendor is entitled to keep or recover the deposit then the Vendor may recover the balance of the deposit as a liquidated debt.

41. Director Guarantee

- (a) For the purposes of this clause, if the Purchaser is a company, wherever it appears within the clause the word "Guarantor" means the Director of the Company or (if more than one) all Directors of the Company (jointly and severally) if they have executed this Contract on behalf of the Purchaser.
- (b) By his or her execution of this Contract on behalf of the Purchaser any such Director is deemed to have given this Guarantee.
- (c) i. The Guarantor has requested the Vendor to enter into this Contract with the Purchaser and the Vendor does so in consideration of this Guarantee and Indemnity;

- ii. The Guarantor acknowledges that he/she has been given a copy of this Contract and has had full opportunity to consider its provisions before entering into this Guarantee and Indemnity;
- (d) The Guarantor guarantees to the Vendor prompt performance of all of the obligations of the Purchaser contained or implied in this Contract. If the obligation is to pay money, the Vendor may immediately recover the money from the Guarantor as a liquidated debt without first commencing proceedings or enforcing any other right against the Purchaser or any other person.
- (e) If the Purchaser is not bound by some or all of its obligations under this Contract, the Guarantor agrees, by way of indemnity and principal obligation, to pay to the Vendor the amount which would have been payable by the Guarantor to the Vendor under this Guarantee had the Purchaser been bound.
- (f) This Guarantee and Indemnity is a continuing security and is not discharged or prejudicially affected by any settlement of accounts, but remains in full force until a final release is given by the Vendor.
- (g) The Guarantor's liability is not affected by:
 - i the granting of time, forbearance or other concession by the Vendor to the Purchaser or any Guarantor;
 - ii any delay or failure by the Vendor to take action against the Purchaser or any Guarantor;
 - iii an absolute or partial release of the Purchaser or any Guarantor or a compromise with the Purchaser or any Guarantor;
 - iv a variation, novation, renewal or assignment of this Contract by the Vendor, whether or not this increases the liability of the Purchaser or the liability of the Guarantor under this Contract;
 - v the termination of this Contract;
 - vi the fact that this Contract is wholly or partially void, voidable or unenforceable;
 - vii the unenforceability of the Guarantee or Indemnity against one or more of the Guarantors; or
 - viii the exercise or purported exercise by the Vendor of its rights under this Contract.
- (h) The Guarantor's liability is not discharged by a payment to the Vendor which is later avoided by law. If that happens, the Vendor, the Purchaser and the Guarantor will be restored to their respective rights and obligations as if the payment had not been made.
- (i) If a liquidator or trustee in bankruptcy disclaims this Contract, the Guarantor still indemnifies the Vendor against any resulting loss.
- (j) Until the Vendor has received all money payable to it by the Purchaser:
 - i the Guarantor must not prove or claim in any liquidation, bankruptcy, composition, arrangement or assignment for the benefit of creditors of the Purchaser; and
 - ii the Guarantor must hold any claim it has and any dividend it receives on trust for the Vendor.
- (k) Until the Guarantor's liability under this Contract is discharged, the Guarantor may not, without the consent of the Vendor:
 - i claim the benefit or seek the transfer (in whole or in part) of any other Guarantee, Indemnity of Security held or taken by the Vendor;

- ii make a claim or enforce a right against the Purchaser or any other guarantor or against the estate of any of the property of any of them (except for the benefit of the Vendor);
 - iii raise a set-off or counterclaim available to it or the Purchaser against the Vendor in reduction of its liability under this Guarantee and Indemnity.
- (l)
 - i. the Guarantor agrees to pay or reimburse the Vendor on demand for costs, charges and expenses of making, enforcing and doing anything in connection with this Guarantee and Indemnity, including all costs actually payable by the Vendor to its legal representatives and all taxes (except income tax) which are payable in connection with this Guarantee and Indemnity or any payment, receipt or other transaction contemplated by it;
 - ii. money paid to the Vendor by the Guarantor must be applied first against payment of costs, charges and expenses and then against any other obligations under this Guarantee and Indemnity.
- (m) If the Vendor assigns its rights under this Contract, the benefit of the Guarantee and Indemnity extends to the assignee and continues concurrently for the benefit of the Vendor regardless of the assignment unless the Vendor releases the Guarantor in writing.

42. Errors in Adjustment of Outgoings

Each party to this Contract agrees that if on completion any apportionment of outgoings required to be made under this Contract is overlooked or incorrectly calculated, any party upon being so requested by the other party shall make the correct calculation and pay such amount to the other party as shown by such calculation to be payable within seven business days of receipt of such notice of the error provided that such notice is issued within six months from the date of completion after which no party shall be entitled to serve notice on the other pursuant to this clause. This clause shall not merge on completion.

43. Service of Notices

- (a) Notwithstanding any other provision of this Contract any document or notice is also served on a party if an electronic copy of the document or notice is transmitted to the email address of that party's Solicitor or Conveyancer.
- (b) The electronic address of a party's Solicitor or Conveyancer is any email address published or displayed on letterhead and email communications sent by that Solicitor or Conveyancer to the other party's Solicitor during the course of the transaction the subject of this Contract.
- (c) Such service shall be taken to have been delivered in accordance with the terms of *Electronic Transactions Act 2000* Schedule 1 Clause 13.



FOLIO: 1/1034595

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
15/8/2025	12:11 PM	9	18/3/2024

LAND

LOT 1 IN DEPOSITED PLAN 1034595
AT SHELLHARBOUR
LOCAL GOVERNMENT AREA SHELLHARBOUR
PARISH OF TERRAGONG COUNTY OF CAMDEN
TITLE DIAGRAM DP1034595

FIRST SCHEDULE

SUNDEEP NARISSETTY (T AT911023)

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP825735 EASEMENT TO DRAIN WATER 1 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP1019349 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT
- 4 DP1019349 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT
- 5 DP1034595 RESTRICTION(S) ON THE USE OF LAND
- 6 AT911024 MORTGAGE TO BC INVEST LOANS PTY LTD

NOTATIONS

UNREGISTERED DEALINGS: NIL

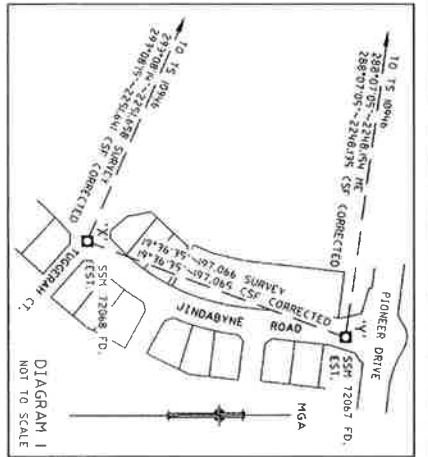
*** END OF SEARCH ***

(HM 411606)...

PRINTED ON 15/8/2025

SIGNED BY ME **MICHAEL BURK**
OF THE FIRM **SHIELLS & CO PTY LTD**
A FIRM OF ENGINEERS, SURVEYORS
AND I HEREBY CERTIFY THAT I HAVE
GIVEN NOTICE OF THE REVOCATION OF
SUCH DELEGATION

MB



SURVEY PRACTICE REGULATION 1996: CLAUSE 32 (2)				
MARK	EASTING	NORTHING	ZONE	CLASS ORDER
SSN 72067	303 310.098	6 171 438.156	56	B
SSN 72068	303 244.975	6 171 252.846	56	B
TS 10946	300 174.232	6 172 137.579	56	A
COMBINED SEA LEVEL AND SCALE FACTOR CORRECTIONS				
SOURCE: MGA CO-ORDINATES ADOPTED FROM LIC				
ON THE 1st OF SEPTEMBER, 2000				

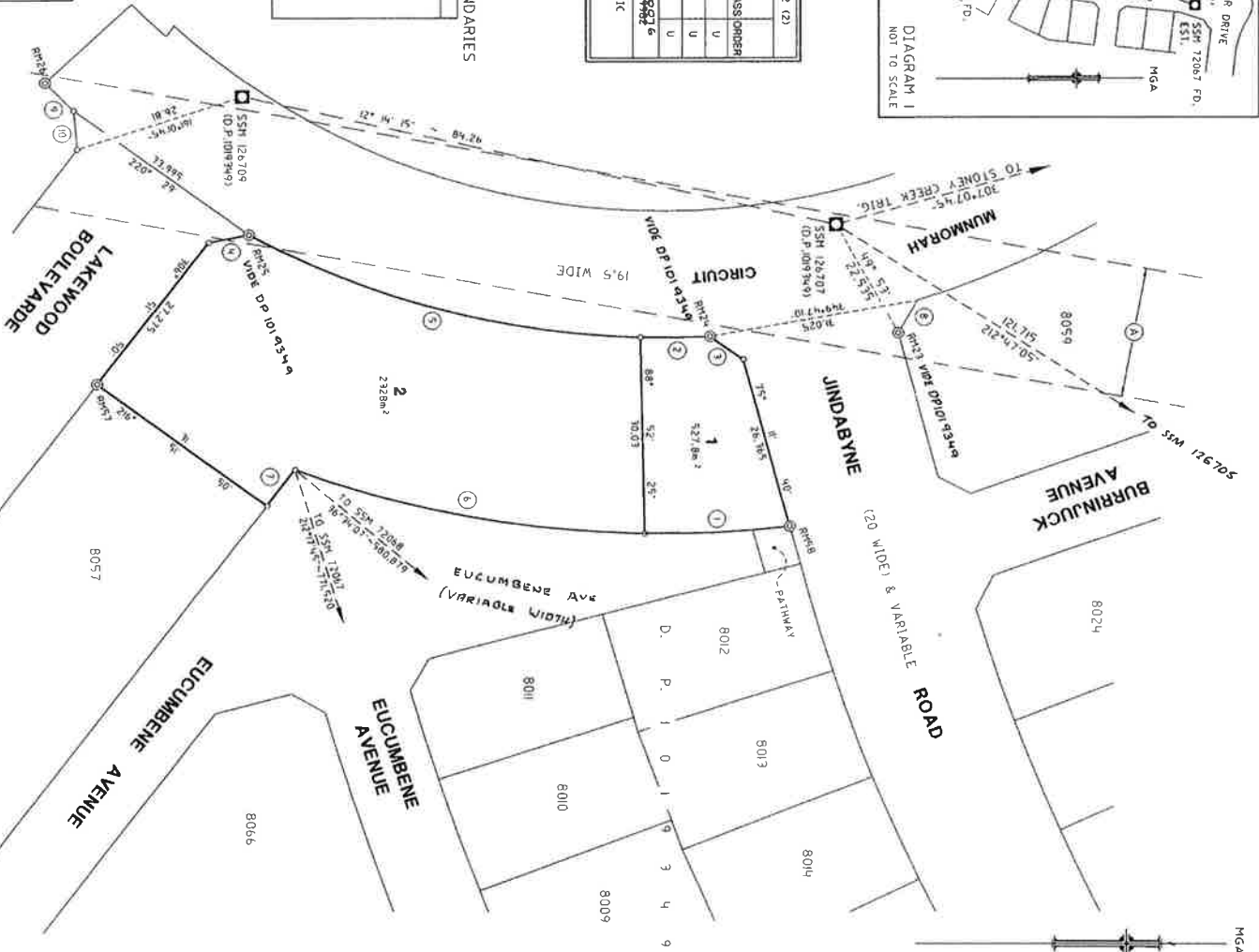
SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	177°07'10"	214.95	20.455	125
2	359°45'55"	10.25	10.255	125
3	35°35'50"	6.665	5.975	125
4	34°07'14"	5.975	6.035	125
5	15°26'50"	59.765	52.42	125
6	190°49'10"	52.42	52.67	125
7	126°51'55"	6.085	5.735	125
8	294°27'00"	5.735	4.16	125
9	90°15'55"	9.235	9.235	125

① EASTERN FOR ELECTRICITY PURPOSES
② VARIABLE WIDTH (D.P. 8257351)

TABLE OF REFERENCE MARKS

MARK	TYPE	BEARING & DISTANCE
RH23	SSN 126707	126°38'15" 22.535 PD
RH24	SSN 126709	126°38'15" 22.11 PD
RH25	SSN 126709	126°38'15" 19.845 PD
RH26	SSN 126709	126°38'15" 28.1 PD
RH27	DRILL HOLE & WING	126°38'15" 4.2



INSTRUMENT SETTING OUT TERMS OF RESTRICTION OF THE USE OF LAND
INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919.

Lengths are in metres

Page 1 of 3 Pages

DP1034595

Plan of Subdivision of
Lot 8058 In DP1019349
Covered by Council's Certificate 316/00
Of 10-8-2001

PART 1

Full name and address of the
Proprietor of the land

New South Wales Land and Housing
Corporation
Level 2, 1 Fitzwilliam Street
Parramatta NSW 2150

1. Identity of Restriction
firstly referred to
in abovementioned plan.

Restriction on the Use of Land.

SCHEDULE OF LOTS AFFECTED

Lots Burdened

Authority Benefited

1 & 2

New South Wales Land & Housing Corporation

Approved by the Council of Shellharbour
21058S83
21058S13 DRAFT



Authorised Officer

INSTRUMENT SETTING OUT TERMS OF RESTRICTION OF THE USE OF LAND
INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919.

Lengths are in metres

Page 2 of 3 Pages

DP1034595

Plan of Subdivision of
Lot 8058 In DP1019349
Covered by Council's Certificate 316/00
Of 10 - 8 - 2001

PART 2

1. TERMS OF RESTRICTION ON THE USE OF LAND FIRSTLY REFERRED TO IN THE
ABOVEMENTIONED PLAN.

- (a) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by New South Wales land and Housing Corporation without the consent of New South Wales Land and Housing Corporation or its successors other than purchasers on sale but such consent shall not be withheld if such fencing is erected without expense to New South Wales land and Housing Corporation or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by New South Wales land and Housing Corporation other than purchases on sale.
- (b) No advertisement hoarding sign or matter shall be displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of New South Wales Land and Housing Corporation or its successors

NAME OF BODY EMPOWERED TO RELEASE, VARY OR MODIFY THE RESTRICTION ON THE
USE OF LAND FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

New South Wales Land & Housing Corporation.

Approved by the Council of Shellharbour
21058583
21058513 DRAFT

P. Woodcock

Authorised Officer

10

INSTRUMENT SETTING OUT TERMS OF RESTRICTION OF THE USE OF LAND
INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919.

Lengths are in metres

Page 3 of 3 Pages

Plan

DP1034595

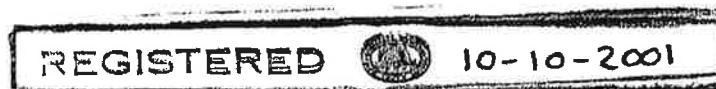
Plan of Subdivision of
Lot 8058 In DP1019349
Covered by Council's Certificate 316/00
Of 10 - 8 - 2001

PART 2

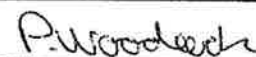
Signed by me ~~DOMINIC SIDOTTI~~ ^{SIDOTTI} MICHAEL BURT
as DELEGATE of New South Wales
Land & Housing Corporation
and I hereby declare that I have no
Notice of revocation of the delegation,
in the presence of:




M. CERONE (WITNESS)
SENIOR DEVELOPMENT MANAGER
LANDCOM
LEVEL 2, 1 FITZWILLIAM STREET
PARRAMATTA



Approved by the Council of Shellharbour
21058S83
21058S13 DRAFT


Authorised Officer

10

Reg:R352492 /Doc:DP 1019349 P /Rev:12-Sep-2006 /NSW LRS /Pgs:ALL /Prt:31-Mar-2023 09:36 /Seq:1 of 6
© Office of the Registrar-General /Src:InfoTrack /Ref:233551

InfoTrack

PLAN FORM 2

SIGNATURES AND SEALS ONLY

DELEGATE OF THE NEW SOUTH
WALES LAND REGISTRATION
AND HEREDITARY CERTIFICATE
SUCH DELEGATION OF

WITNESS

WHERE ANY LOT SHOWN HEREIN ABUTS
ON A NON-TIDAL STREAM OR ROAD
THE LINE EXTENDING FROM THE
BOUNDARY OF THE LOT TO THE
AND NOT TO THE MIDDLE LINE
THEREOF.

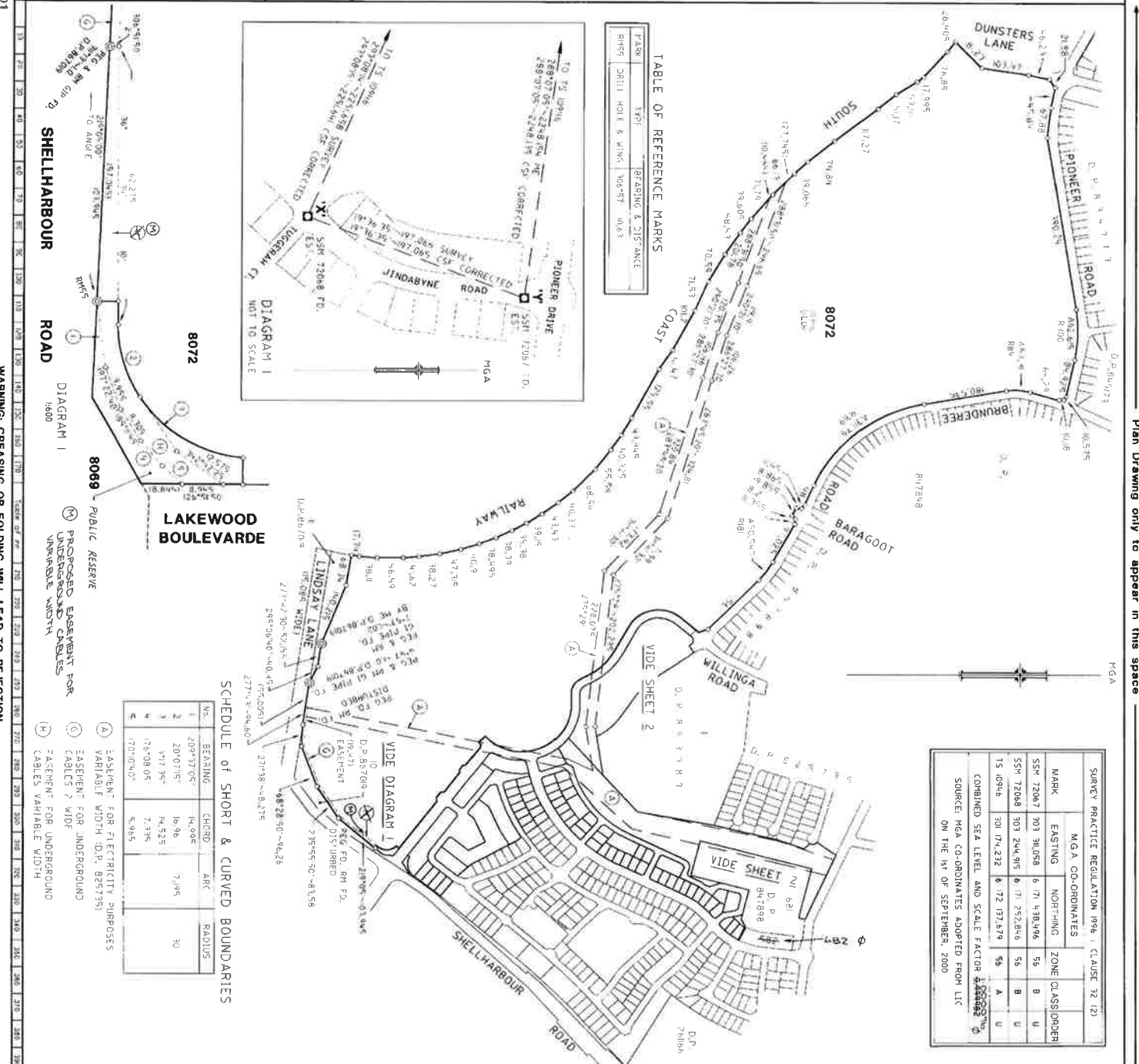
CROWN LANDS OFFICE APPROVAL

SUBDIVISION CERTIFICATE

1. Land may be purchased of 5/100 of the Environmental Planning
and Assessment Act 1979 have been satisfied in relation to the
proposed

Subdivision
Date of endorsement: 28.3.01
Subdivision Certificate No: 21/00
File No: G98/278

Office of the Registrar-General
When the plan is to be lodged electronically in new Land Titles
abstracted by the Registrar-General
+ Insert if applicable



DP1019349

Registered under the Land Registration Act 1925

CA: SEE CERTIFICATE

The System: TORRENS

Purpose: SUBDIVISION

Ref Map: W 8270-84, 82#

Last Plan: DP867019

PLAN OF SUBDIVISION OF LOT 6 D.P. 867019

Lengths are in metres. Reduction Ratio: 1:6000

LGA: SHELLHARBOUR

Locality: SHELLHARBOUR

Parish: TERRAGONG

County: CAMDEN

This is sheet 1 of my plan in 8 sheets

BRIAN JOHN FRANKLIN

Surveyor registered under the Surveyors Act 1979

Plans used in preparation of survey/compilation

D.P.'S 814571, 825735, 825736, 841420, 853389, 857031, 862825, 867019, 877776

PANEL FOR USE ONLY AT SURVEYORS REQUEST

1. EASEMENT TO DRAIN WATER L2 WIDE

2. RESTRICTION ON THE USE OF LAND

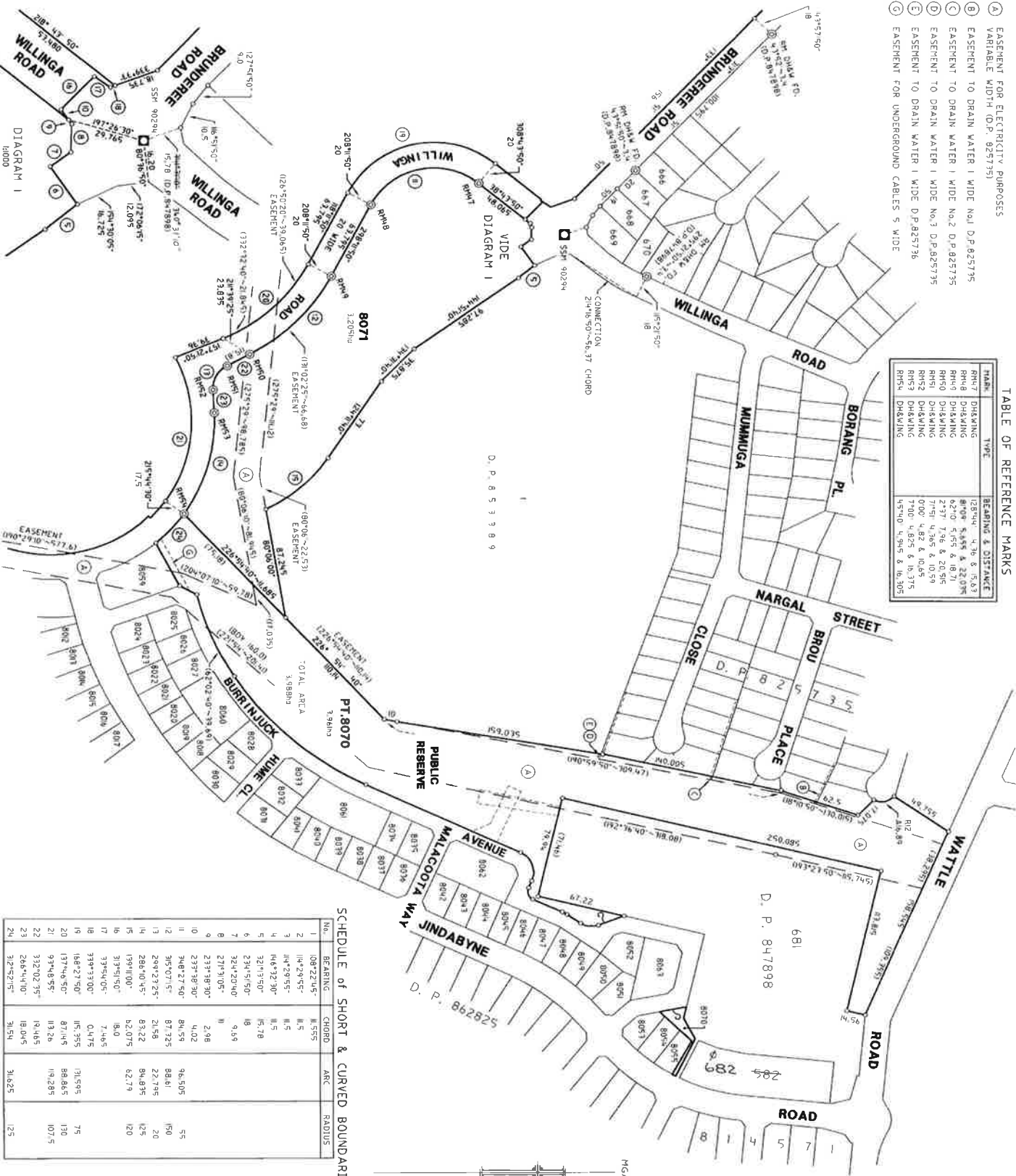
3. RESTRICTION ON THE USE OF LAND

4. RESTRICTION ON THE USE OF LAND

CONTINUED ON SHEET 2

- (A) EASEMENT FOR ELECTRICITY PURPOSES
- (B) VARIABLE WIDTH (D.P. 825735)
- (C) EASEMENT TO DRAIN WATER I WIDE NO.1 D.P. 825735
- (D) EASEMENT TO DRAIN WATER I WIDE NO.2 D.P. 825735
- (E) EASEMENT TO DRAIN WATER I WIDE NO.3 D.P. 825735
- (F) EASEMENT TO DRAIN WATER I WIDE NO.4 D.P. 825735
- (G) EASEMENT FOR UNDERGROUND CABLES 5 WIDE

MARK	TYPE	BEARING & DISTANCE
RH07	DRAINING	(28.00) 4.36 & 15.63
RH08	DRAINING	(81.00) 5.45 & 22.08
RH09	DRAINING	(62.10) 5.55 & 18.71
RH10	DRAINING	(2.37) 7.96 & 20.55
RH11	DRAINING	(7.51) 4.36 & 10.59
RH12	DRAINING	(0.00) 4.82 & 10.55
RH13	DRAINING	(7.00) 4.82 & 15.375
RH14	DRAINING	(15.10) 4.36 & 16.305



SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	108°22'45"	11.555		
2	114°29'55"	11.5		
3	114°29'55"	11.5		
4	114°12'30"	11.5		
5	132°13'50"	15.78		
6	234°45'50"	18		
7	324°20'40"	9.55		
8	217°9'05"	11		
9	237°38'30"	2.98		
10	237°38'30"	4.02		
11	348°27'50"	84.59		
12	316°07'15"	87.325		
13	284°27'25"	21.58		
14	284°10'45"	83.22		
15	199°10'00"	62.075		
16	317°51'50"	18.0		
17	317°51'50"	7.465		
18	319°33'00"	0.475		
19	168°27'50"	115.355		
20	137°46'50"	87.145		
21	97°46'55"	113.26		
22	332°02'35"	19.465		
23	265°44'10"	18.045		
24	312°42'15"	31.54		
		31.825		
		125		

D.P. 1019349

Registered: 28 3 4 2001

This is sheet 2 of my plan in 6 sheets dated

B. Frank

Surveyors registered under Surveyors Act 1929

This is sheet 2 of the plan of sheets covered by my Certificate No. 2100

A. Frank

General Manager/Authorized Person
For use where space is insufficient in my point or Plan Form 2.

5. EASEMENT FOR UNDERGROUND CABLES 2 WIDE

6. EASEMENT FOR UNDERGROUND CABLES VARIABLE WIDTH

7. EASEMENT FOR UNDERGROUND CABLES 5 WIDE

8. EASEMENT FOR OVERHEAD POWER LINES VARIABLE WIDTH

Reduction Ratio 1:2000

SURVEYORS REFERENCE: 2058-58 02.03.01

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	69°29'55"	5.559	12.1	190
2	204°47'45"	12.095	14.95	190
3	208°55'00"	14.945	15	190
4	217°25'55"	14.995	15	190
5	209°06'20"	15.985	16	190
6	222°55'00"	15.995	16	190
7	180°4'00"	5.56	16	190
8	227°45'20"	15.995	16	190
9	335°38'55"	6.85	16.2	140
10	225°44'45"	6.89	16.2	140
11	271°22'20"	5.705	16.2	140
12	437°21'40"	5.21	16.2	140
13	219°09'25"	15.99	16	140
14	227°06'50"	18.405	18.402	140
15	339°29'55"	5.555	18.402	140
16	177°28'30"	6.825	18.402	140
17	180°4'05"	13.66	14.18	15
18	208°57'10"	4.24	10.715	25
19	250°38'50"	9.7	10.715	25
20	294°29'55"	5.845	28.275	18
21	208°01'55"	1.58	1.58	140
22				
23				
24				
25				
26				

- (A) EASEMENT FOR ELECTRICITY PURPOSES
- (F) EASEMENT TO DRAIN WATER 1/2 WIDE
- (H) EASEMENT FOR UNDERGROUND CABLES
- (K) VARIABLE WIDTH
- (L) LINES VARIABLE WIDTH

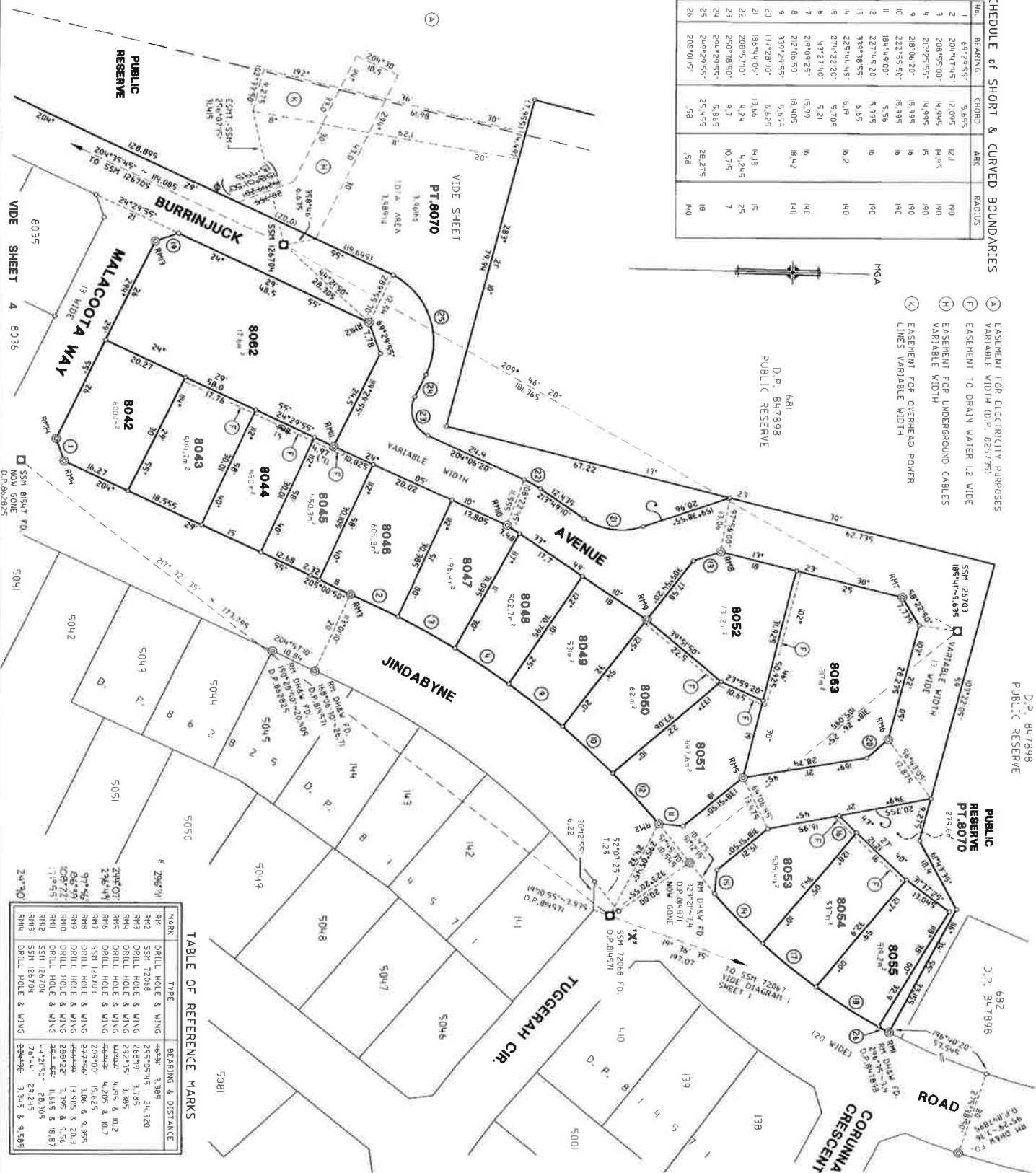


TABLE OF REFERENCE MARKS

MARK	TYPE	BEARING & DISTANCE
Rm	DRILL HOLE & WING	40°33' 3.385
Rm2	SSM 72068	285°05'45" 24.320
Rm3	DRILL HOLE & WING	288°19' 3.785
Rm4	DRILL HOLE & WING	282°35' 3.385
Rm5	DRILL HOLE & WING	44°02' 4.05 & 10.2
Rm6	DRILL HOLE & WING	45°42' 4.205 & 10.7
Rm7	SSM 126703	15°25' 10.625
Rm8	DRILL HOLE & WING	294°36' 3.755
Rm9	DRILL HOLE & WING	335°38' 5.55
Rm10	DRILL HOLE & WING	289°32' 3.385 & 9.54
Rm11	DRILL HOLE & WING	301°45' 1.645 & 18.87
Rm12	DRILL HOLE & WING	171°45' 28.305
Rm13	SSM 126704	176°44' 29.245
Rm14	DRILL HOLE & WING	288°39' 3.345 & 9.585

D.P. 1019349

Registered: 18 3 4 2007

This is sheet 3 of my plan in 6 sheets dated

Surgeons registered under Surgeons Act 1929

This is sheet of the plan of sheets covered by my Certificate No 21/00

For use when space is insufficient in my plan on Plan Form 2.

General Manager/Authorised Person

Alister

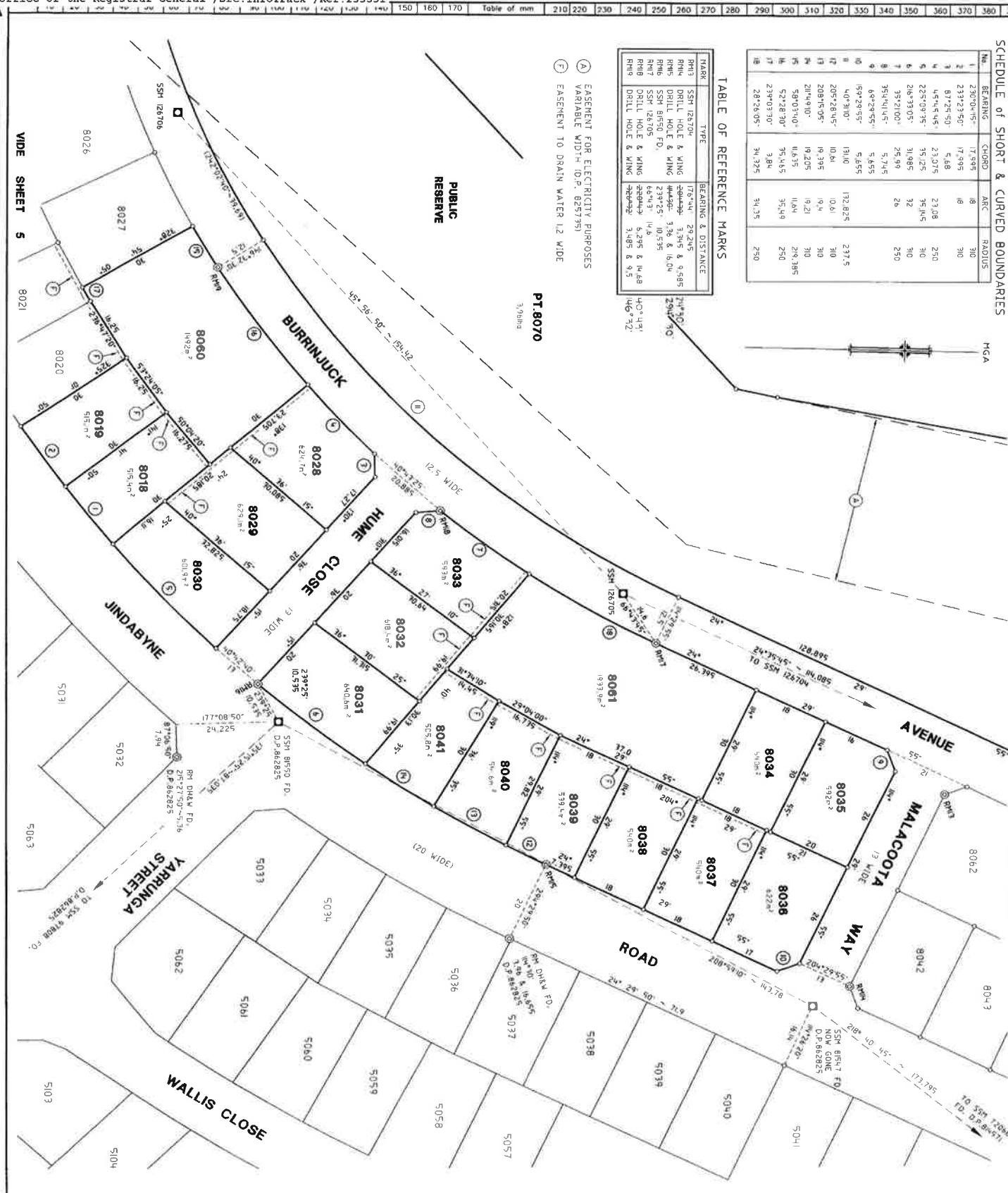
SCHEDULE OF SHORT & CURVED BOUNDARIES

NO.	BEARING	CHORD	ARC	RADIUS
1	230°04'55"	17.995	18	310
2	231°23'50"	17.995	18	310
3	87°25'50"	5.68	23.08	250
4	45°44'45"	23.075	30	310
5	225°09'35"	35.125	35.145	310
6	206°33'05"	31.985	32	250
7	357°21'00"	25.98	26	250
8	354°44'45"	5.745		
9	64°24'55"	5.655		
10	159°29'55"	5.655		
11	40°31'10"	13.110	172.825	237.5
12	205°28'45"	10.61	10.61	310
13	208°15'05"	19.395	19.395	310
14	214°49'10"	19.205	19.21	310
15	58°03'40"	16.835	16.84	219.385
16	52°28'30"	35.165	35.149	250
17	234°03'10"	34.325	34.35	250
18	28°26'05"	34.325	34.35	250

TABLE OF REFERENCE MARKS

MARK	TYPE	BEARING & DISTANCE
RH1	SSH 126704	176°44' 29.245
RH2	DRILL HOLE & WING	204°45' 3.745 & 9.585
RH3	DRILL HOLE & WING	234°25' 3.78 & 16.04
RH4	SSH 69550 FD.	234°25' 10.535
RH5	SSH 126705	176°44' 29.245
RH6	DRILL HOLE & WING	204°45' 3.745 & 9.585
RH7	DRILL HOLE & WING	234°25' 3.78 & 16.04
RH8	SSH 126704	176°44' 29.245
RH9	DRILL HOLE & WING	204°45' 3.745 & 9.585

- (A) EASEMENT FOR ELECTRICITY PURPOSES
- (B) VARIABLE WIDTH (D.P. 825735)
- (C) EASEMENT TO DRAIN WATER 1/2 WIDE



D.P. 1019349

Registered

AB 3 4 2021

This is sheet 4 of my plan in 6 sheets dated

B. Franklin

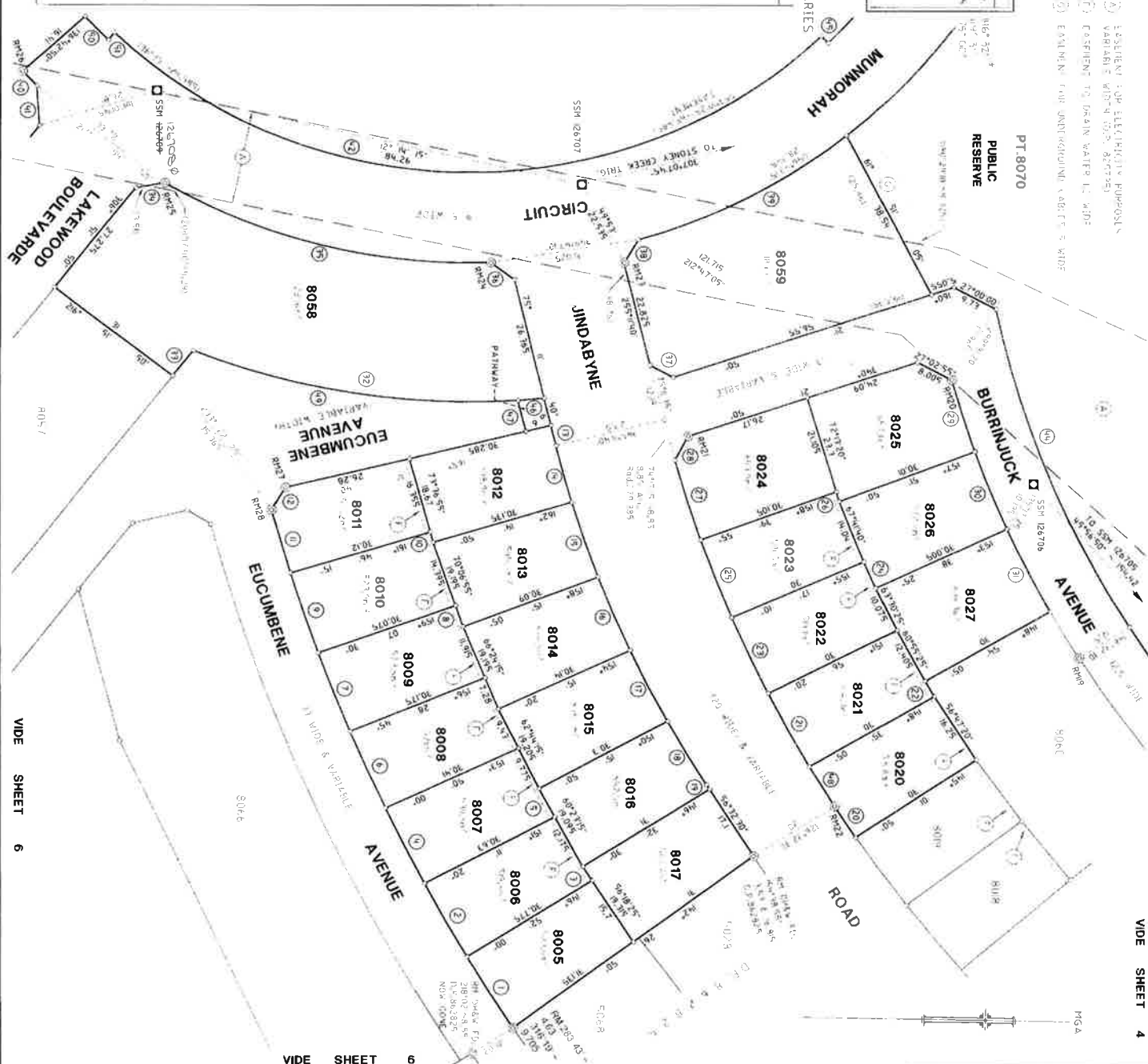
Surveyors registered under Surveyors Act 1929

This is sheet 4 of the plan of sheets covered by my certificate No. 21/00

Alfred

For use where space is insufficient in any point on Plan Form 2.

SCHEDULE of SHORT & CURVED BOUNDARIES

[illegible]

D.P. 1019349

Registered: 5/3 3 4 2001

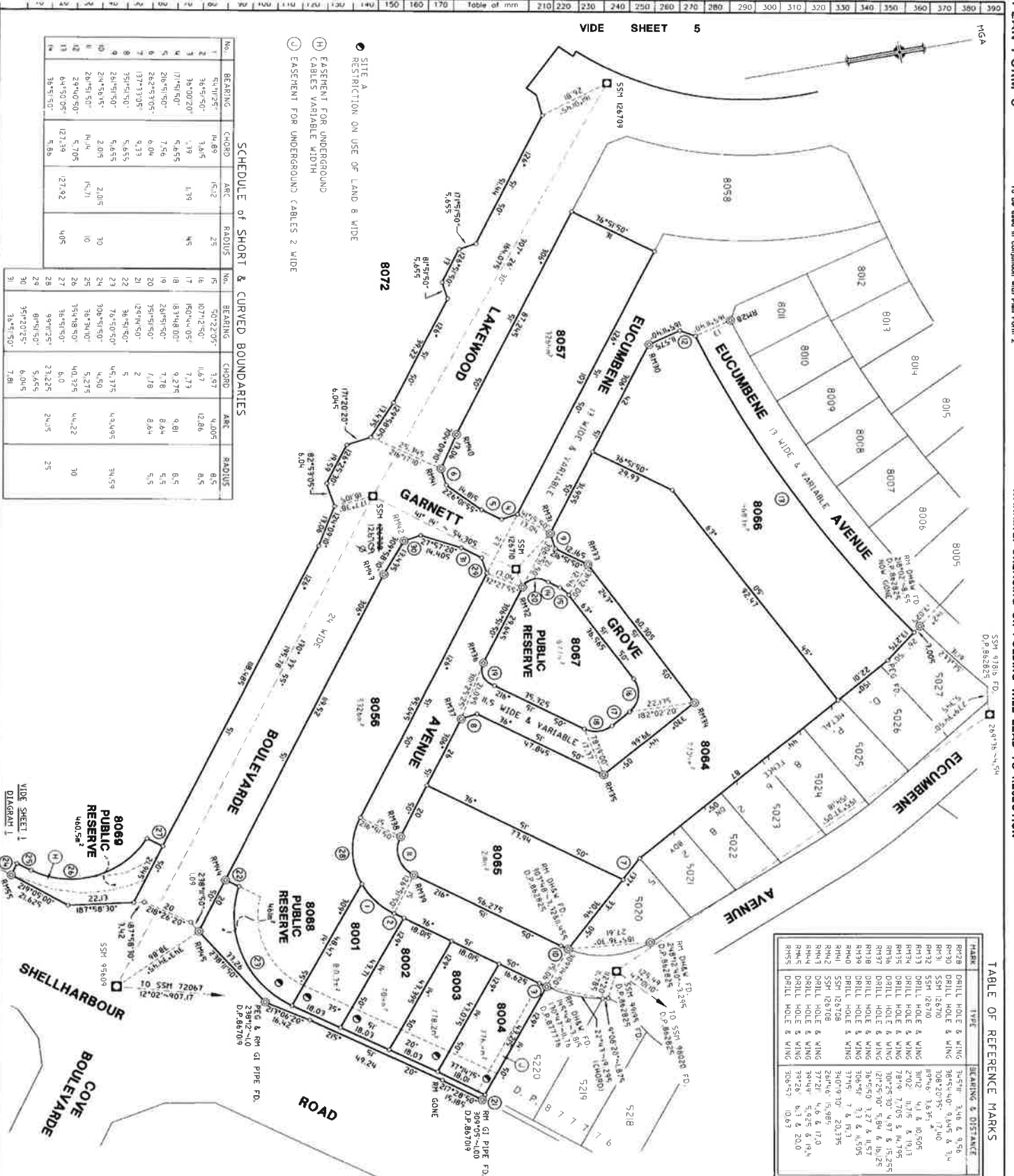
Species	Sex	Age	Weight (g)	Length (mm)	Wing (mm)	Tail (mm)	Bill (mm)	Foot (mm)	Claw (mm)	Stomach contents	Notes
Red-tailed Tropicbird	Male	Adult	120	180	100	120	15	25	10	Seeds, fruit	10/10/68
Red-tailed Tropicbird	Female	Adult	110	175	95	115	14	24	9	Seeds, fruit	10/10/68
Red-tailed Tropicbird	Male	Adult	130	190	105	125	16	26	11	Seeds, fruit	10/10/68
Red-tailed Tropicbird	Female	Adult	125	185	100	120	15	25	10	Seeds, fruit	10/10/68
Red-tailed Tropicbird	Male	Adult	140	200	110	130	17	27	12	Seeds, fruit	10/10/68
Red-tailed Tropicbird	Female	Adult	135	195	105	125	16	26	11	Seeds, fruit	10/10/68
Red-tailed Tropicbird	Male	Adult	150	210	115	135	18	28	13	Seeds, fruit	10/10/68
Red-tailed Tropicbird	Female	Adult	145	205	110	130	17	27	12	Seeds, fruit	10/10/68
Red-tailed Tropicbird	Male	Adult	160	220	120	140	19	29	14	Seeds, fruit	10/10/68
Red-tailed Tropicbird	Female	Adult	155	215	115	135	18	28	13	Seeds, fruit	10/10/68
Red-tailed Tropicbird	Male	Adult	170	230	125	145	20	30	15	Seeds, fruit	10/10/68
Red-tailed Tropicbird	Female	Adult	165	225	120	140	19	29	14	Seeds, fruit	10/10/68
Red-tailed Tropicbird	Male	Adult	180	240	130	150	21	31	16	Seeds, fruit	10/10/68
Red-tailed Tropicbird	Female	Adult	175	235	125	145	20	30	15	Seeds, fruit	10/10/68
Red-tailed Tropicbird	Male	Adult	190	250	135	155	22	32	17	Seeds, fruit	10/10/68
Red-tailed Tropicbird	Female	Adult	185	245	130	150	21	31	16	Seeds, fruit	10/10/68
Red-tailed Tropicbird	Male	Adult	200	260	140	160	23	33	18	Seeds, fruit	10/10/68
Red-tailed Tropicbird	Female	Adult	195	255	135	155	22	32	17	Seeds, fruit	10/10/68
Red-tailed Tropicbird	Male	Adult	210	270	145	165	24	34	19	Seeds, fruit	10/10/68
Red-tailed Tropicbird	Female	Adult	205	265	140	160	23	33	18	Seeds, fruit	10/10/68
Red-tailed Tropicbird	Male	Adult	220	280	150	170	25	35	20	Seeds, fruit	10/10/68
Red-tailed Tropicbird	Female	Adult	215	275	145	165	24	34	19	Seeds, fruit	10/10/68
Red-tailed Tropicbird	Male	Adult	230	290	155	175	26	36	21	Seeds, fruit	10/10/68
Red-tailed Tropicbird	Female	Adult	225	285	150	170	25	35	20	Seeds, fruit	10/10/68
Red-tailed Tropicbird	Male	Adult	240	300	160	180	27	37	22	Seeds, fruit	10/10/68
Red-tailed Tropicbird	Female	Adult	235	295	155	175	26	36	21	Seeds, fruit	10/10/68
Red-tailed Tropicbird	Male	Adult	250	310	165	185	28	38	23	Seeds, fruit	10/10/68
Red-tailed Tropicbird	Female	Adult	245	305	160	180	27	37	22	Seeds, fruit	10/10/68
Red-tailed Tropicbird	Male	Adult	260	320	170	190	29	39	24	Seeds, fruit	10/10/68
Red-tailed Tropicbird	Female	Adult	255	315	165	185	28	38	23	Seeds, fruit	10/10/68
Red-tailed Tropicbird	Male	Adult	270	330	175	195	30	40	25	Seeds, fruit	10/10/68
Red-tailed Tropicbird	Female	Adult	265	325	170	190	29	39	24	Seeds, fruit	10/10/68
Red-tailed Tropicbird	Male	Adult	280	340	180	200	31	41	26	Seeds, fruit	10/10/68
Red-tailed Tropicbird	Female	Adult	275	335	175	195	30	40	25	Seeds, fruit	10/10/68

[illegible]

6061 12V Sulfonamide 182007 19-10-1980

21/0

100



SCHEDULE OF SHORT & CURVED BOUNDARIES				
No.	BEARING	CHORD	ARC	RADIUS
1	S 51° 12' 25" E	14.89	15.12	25
2	S 6° 51' 50" E	3.65		
3	S 34° 00' 20" E	1.39	1.39	45
4	S 17° 45' 50" E	5.655		
5	S 26° 51' 50" E	7.56		
6	S 26° 25' 30" E	6.04		
7	S 137° 33' 05" E	9.33		
8	S 39° 51' 50" E	5.655		
9	S 26° 51' 50" E	5.655		
10	S 24° 56' 15" E	2.05	2.05	30
11	S 28° 45' 50" E	14.4	15.71	10
12	S 29° 40' 50" E	5.705		
13	S 44° 50' 50" E	127.39	127.92	405
14	S 34° 51' 50" E	5.65		

TABLE OF REFERENCE MARKS		
MARK	TYPE	BEARING & DISTANCE
RM72	DRILL HOLE & WING	345° 3' 46" & 9.56
RM73	DRILL HOLE & WING	345° 40' 9" 445" & 3.4
RM74	SSM 12670	308° 20' 55" & 17.40
RM75	SSM 12670	199° 46' 36.95" & 10.3
RM76	DRILL HOLE & WING	310° 2' 41" & 10.505
RM77	DRILL HOLE & WING	202° 11' 7" & 19.13
RM78	DRILL HOLE & WING	78° 19' 7" 705" & 14.195
RM79	DRILL HOLE & WING	30° 25' 30" & 15.255
RM80	DRILL HOLE & WING	34° 55' 30" & 11.275
RM81	DRILL HOLE & WING	34° 55' 30" & 11.275
RM82	DRILL HOLE & WING	34° 55' 30" & 11.275
RM83	DRILL HOLE & WING	34° 55' 30" & 11.275
RM84	DRILL HOLE & WING	34° 55' 30" & 11.275
RM85	DRILL HOLE & WING	34° 55' 30" & 11.275
RM86	DRILL HOLE & WING	34° 55' 30" & 11.275
RM87	DRILL HOLE & WING	34° 55' 30" & 11.275
RM88	DRILL HOLE & WING	34° 55' 30" & 11.275
RM89	DRILL HOLE & WING	34° 55' 30" & 11.275
RM90	DRILL HOLE & WING	34° 55' 30" & 11.275
RM91	SSM 12670	340° 19' 30" & 20.335
RM92	SSM 12670	284° 46' 15.985" & 17.0
RM93	DRILL HOLE & WING	37° 21' 4.6" & 17.0
RM94	DRILL HOLE & WING	394° 49' 54.25" & 19.4
RM95	DRILL HOLE & WING	39° 26' 6.3" & 20.0
RM96	DRILL HOLE & WING	306° 57' 10.63" & 10.63

Plan Drawing only to appear in this space

SYNOPSIS REFERENCE: 2059-58 02.03.01

Reduction Ratio 1:850

Supervisors registered under Surveyors Act 1929

This is a sheet of the plan of sheets covered by my Certificate No. 2100

Registered: -86 3 A 2001

This is sheet 6 of my plan in 6 sheets added

B. Frankel

M. L. 10/10/2006

For use where space is insufficient in any point on Plan Form 2

Distance amended in LPI at Surveyors Request vide 2006/1462

INSTRUMENT SETTING OUT TERMS OF EASEMENTS &
RESTRICTIONS OF THE USE OF LAND
INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919.

Lengths are in metres

Page 1 of 7 Pages

DP1019349

Plan of Subdivision of
Lot 6 in DP867019
Covered by Council's Certificate 21/00
of

PART 1

Full name and address of the
Proprietor of the land

New South Wales Land and Housing
Corporation
Level 2, 1 Fitzwilliam Street
Parramatta NSW 2150

1. Identity of Easement
firstly referred to
in abovementioned plan.

Easement to Drain Water 1.2 Wide.

SCHEDULE OF LOTS AFFECTED

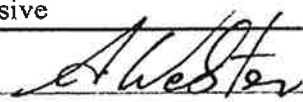
Lots Burdened

8006
8007
8008
8009
8010
8011
8018
8019
8020
8021
8022
8023
8028
8029
8032
8033
8037
8038
8039

Lots Benefited

8005
8006, 8005
8007-8005, inclusive
8008-8005, inclusive
8009-8005, inclusive
8010-8005, inclusive
8019-8024, inclusive
8020-8024, inclusive
8021-8024, inclusive
8022-8024, inclusive
8023, 8024
8024
8029, 8030, 8018-8024, inclusive
8030, 8018-8024, inclusive
8031, 8041-8036, inclusive
8031, 8032, 8041-8036, inclusive
8036
8037, 8036
8038-8036, inclusive

Approved by the Council of Shellharbour
21038588


Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS &
RESTRICTIONS OF THE USE OF LAND
INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919.

Lengths are in metres

Page 2 of 7 Pages

DP1019349

Plan of Subdivision of
Lot 6 in DP867019
Covered by Council's Certificate **21/00**
of

PART 1

8040	8039-8036, inclusive
8041	8040-8036, inclusive
8043	8042
8044	8043, 8042
8045	8044-8042, inclusive
8050	8049
8051	8050, 8049
8053	8054, 8055
8054	8055
8063	8051-8049, inclusive

2. Identity of Restriction
secondly referred to
in abovementioned plan.

Restriction on the Use of Land 8 Wide.

SCHEDULE OF LOTS AFFECTED

Lots Burdened	Authority Benefited
8001-8004, inclusive 8056	The Council of Shellharbour The Council of Shellharbour

3. Identity of Restriction
thirdly referred to
in abovementioned plan.

Restriction on the Use of Land.

SCHEDULE OF LOTS AFFECTED

Lots Burdened	Authority Benefited
8056-8059, inclusive	The Council of Shellharbour

Approved by the Council of Shellharbour
21058S88


Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS &
RESTRICTIONS OF THE USE OF LAND
INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919.

Lengths are in metres

Page 3 of 7 Pages

DP1019349

Plan of Subdivision of
Lot 6 in DP867019
Covered by Council's Certificate **21/00**
of

PART 1

4. Identity of Restriction
fourthly referred to
in abovementioned plan.

Restriction on the Use of Land.

SCHEDULE OF LOTS AFFECTED

Lots Burdened

Lots Benefited

8001 to 8066, inclusive

Every other Lot except Lots 8067 to 8072,
inclusive.

-
5. Identity of Easement
fifthly referred to
in abovementioned plan.

Easement for Underground Cables 2 Wide.

SCHEDULE OF LOTS AFFECTED

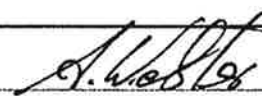
Lots Burdened

Authority Benefited

8072
8004

Integral Energy Australia.
Integral Energy Australia.

Approved by the Council of Shellharbour
21058588



Authorised Officer

INSTRUMENT SETTING OUT TERMS OF EASEMENTS &
RESTRICTIONS OF THE USE OF LAND
INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919.

Lengths are in metres

Page 4 of 7 Pages

DP1019349

Plan of Subdivision of
Lot 6 in DP867019
Covered by Council's Certificate **21/00**
of

PART 1

- | | |
|---|--|
| 6. Identity of Easement
sixthly referred to
in abovementioned plan. | Easement for Underground Cables Variable
Width. |
|---|--|

SCHEDULE OF LOTS AFFECTED

Lots Burdened	Authority Benefited
8070	Integral Energy Australia.
8069	Integral Energy Australia.

-
- | | |
|---|---|
| 7. Identity of Easement
seventhly referred to
in abovementioned plan. | Easement for Underground Cables 5 Wide. |
|---|---|

SCHEDULE OF LOTS AFFECTED

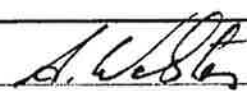
Lots Burdened	Authority Benefited
8070	Integral Energy Australia.

-
- | | |
|--|---|
| 8. Identity of Easement
eighthly referred to
in abovementioned plan. | Easement for Overhead Powerlines Variable
Width. |
|--|---|

SCHEDULE OF LOTS AFFECTED

Lots Burdened	Authority Benefited
8070	Integral Energy Australia.

Approved by the Council of Shellharbour
21058588


Authorised Officer

INSTRUMENT SETTING OUT TERMS OF RESTRICTIONS OF THE USE OF LAND INTENDED
TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919.

Lengths are in metres

Page 5 of 7 Pages

DP1019349

Plan of Subdivision of
Lot 6 in DP867019
Covered by Council's Certificate 21/00
Of

PART 2

2. TERMS OF RESTRICTION ON THE USE OF LAND 8 WIDE SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

- (a) No habitable room shall be constructed on the lots hereby burdened such that it lies wholly or in part within 8 metres from the common boundary with Lot 8068 being Public Reserve and marked with *Site A* Restriction on the Use of Land 8 Wide unless consent in writing is obtained from the Council of Shellharbour.
- (b) No access allowed to Lot 8068 or to Shellharbour Road by the Lots hereby burdened unless consent in writing is obtained from The Council of Shellharbour.

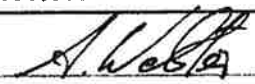
3. TERMS OF RESTRICTION ON THE USE OF LAND THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

No vehicular access allowed to Lakewood Boulevard or to Munmorah Circuit by the Lots hereby burdened unless consent in writing is obtained from The Council of Shellharbour.

4. TERMS OF RESTRICTION ON THE USE OF LAND FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

- (a) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by New South Wales land and Housing Corporation without the consent of New South Wales Land and Housing Corporation or its successors other than purchasers on sale but such consent shall not be withheld if such fencing is erected without expense to New South Wales land and Housing Corporation or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by New South Wales land and Housing Corporation other than purchases on sale.
- (b) No advertisement hoarding sign or matter shall be displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of New South Wales Land and Housing Corporation or its successors.

Approved by the Council of Shellharbour
21058588



Authorised Officer

INSTRUMENT SETTING OUT TERMS OF RESTRICTIONS OF THE USE OF LAND INTENDED
TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919.

Lengths are in metres

Page 6 of 7 Pages

DP1019349

Plan of Subdivision of
Lot 6 in DP867019
Covered by Council's Certificate 21/00
Of

PART 2

5.6.&7 TERMS OF EASEMENT FOR UNDERGROUND CABLES 2 WIDE FIFTHLY REFERRED
TO, EASEMENT FOR UNDERGROUND CABLES VARIABLE WIDTH SIXTHLY
REFERRED TO, EASEMENT FOR UNDERGROUND CABLES 5 WIDE SEVENTHLY
REFERRED TO IN THE ABOVEMENTIONED PLAN.

Vide Memorandum Number 3021851.

8. TERMS OF EASEMENT FOR OVERHEAD POWERLINES VARIABLE WIDTH EIGHTLY
REFERRED TO IN THE ABOVEMENTIONED PLAN.

Vide Memorandum Number 3021850.

NAME OF BODY EMPOWERED TO RELEASE, VARY OR MODIFY THE RESTRICTION ON THE
USE OF LAND 8 WIDE SECONDLY REFERRED TO AND THE RESTRICTION ON THE USE OF
LAND THIRTY REFERRED TO IN THE ABOVEMENTIONED PLAN.

The Council of Shellharbour.

NAME OF BODY EMPOWERED TO RELEASE, VARY OR MODIFY THE RESTRICTION ON THE
USE OF LAND FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

The New South Wales Land and Housing Corporation.

Approved by the Council of Shellharbour
21058588



Authorised Officer

INSTRUMENT SETTING OUT TERMS OF RESTRICTIONS OF THE USE OF LAND INTENDED
TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919.

Lengths are in metres

Page 7 of 7 Pages

DP1019349

Plan of Subdivision of
Lot 6 in DP867019
Covered by Council's Certificate 21/00
Of

PART 2

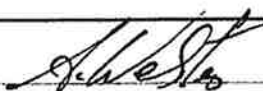
Signed by me DOMINIC SIDOTTI
as DELEGATE of New South Wales
Land & Housing Corporation
and I hereby declare that I have no
Notice of revocation of the delegation,
in the presence of:


.....


.....
WITNESS



Approved by the Council of Shellharbour
21058S88


.....
Authorised Officer

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

D P 0825735

Registered: 22-10-1992

This is sheet 2 of my plan in 4 parts

Surveyor registered under Surveyors Act 1979

This is sheet 2 of my plan in 4 parts

Surveyor registered under Surveyors Act 1979

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Surveyor registered under Surveyors Act 1979

This is sheet 2 of my plan in 4 parts

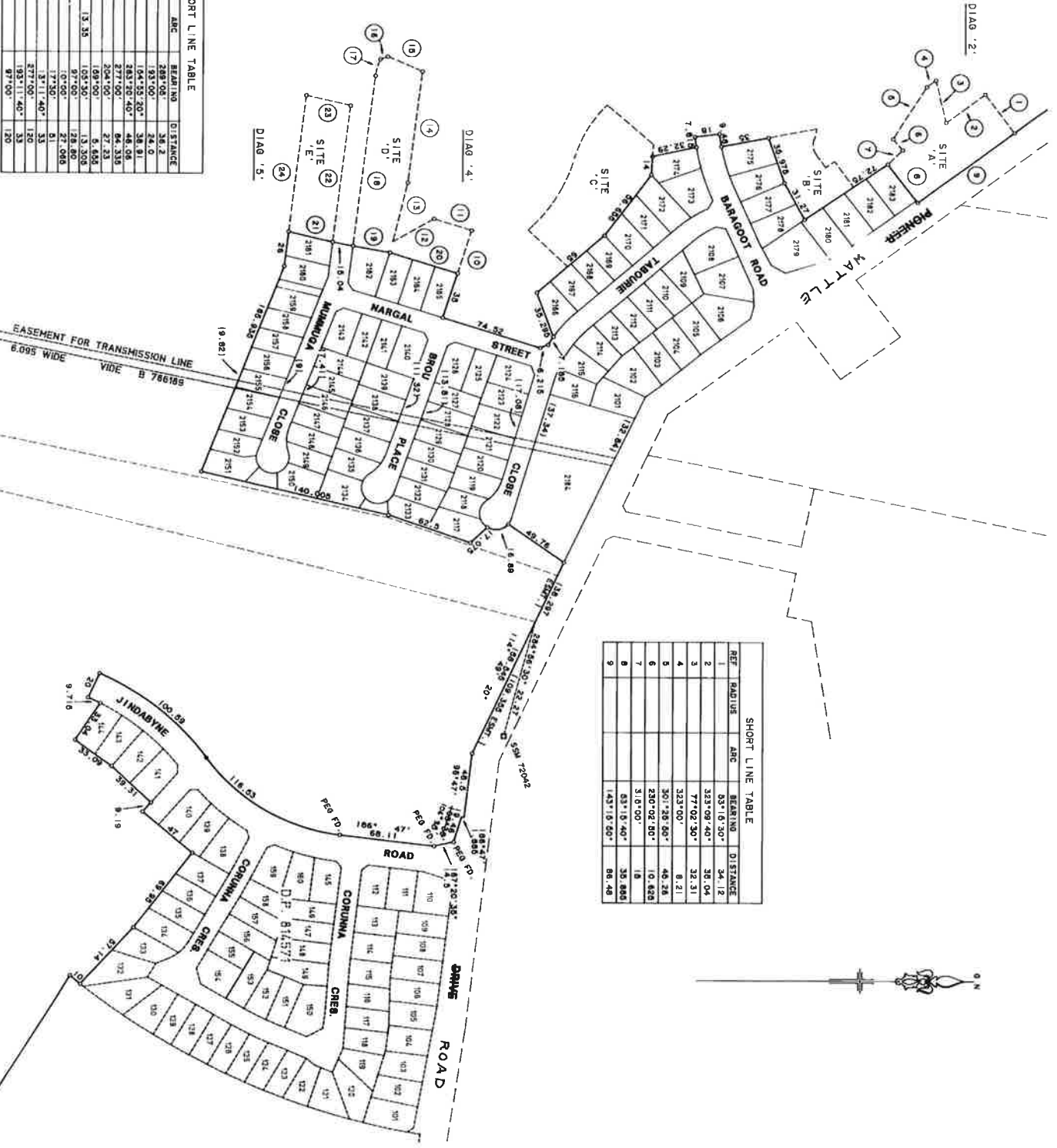
Surveyor registered under Surveyors Act 1979

This is sheet 2 of my plan in 4 parts

Surveyor registered under Surveyors Act 1979

SHORT LINE TABLE			
REF	RADIUS	ARC	DISTANCE
10	100.00	34.38	34.38
11	100.00	34.38	34.38
12	100.00	34.38	34.38
13	100.00	34.38	34.38
14	100.00	34.38	34.38
15	100.00	34.38	34.38
16	100.00	34.38	34.38
17	100.00	34.38	34.38
18	100.00	34.38	34.38
19	100.00	34.38	34.38
20	100.00	34.38	34.38
21	100.00	34.38	34.38
22	100.00	34.38	34.38
23	100.00	34.38	34.38
24	100.00	34.38	34.38

SHORT LINE TABLE			
REF	RADIUS	ARC	DISTANCE
1	100.00	34.38	34.38
2	100.00	34.38	34.38
3	100.00	34.38	34.38
4	100.00	34.38	34.38
5	100.00	34.38	34.38
6	100.00	34.38	34.38
7	100.00	34.38	34.38
8	100.00	34.38	34.38
9	100.00	34.38	34.38



Plan Drawing only to appear in this space

Surveyor's Reference: 210571A

CDS 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

OFFICE USE ONLY

D P 0825735

Registered: 21-10-1992

This is sheet 3 of my plan n. L. sheets dated

Surveyor's Reference Number: 210521A

This is sheet of my plan of

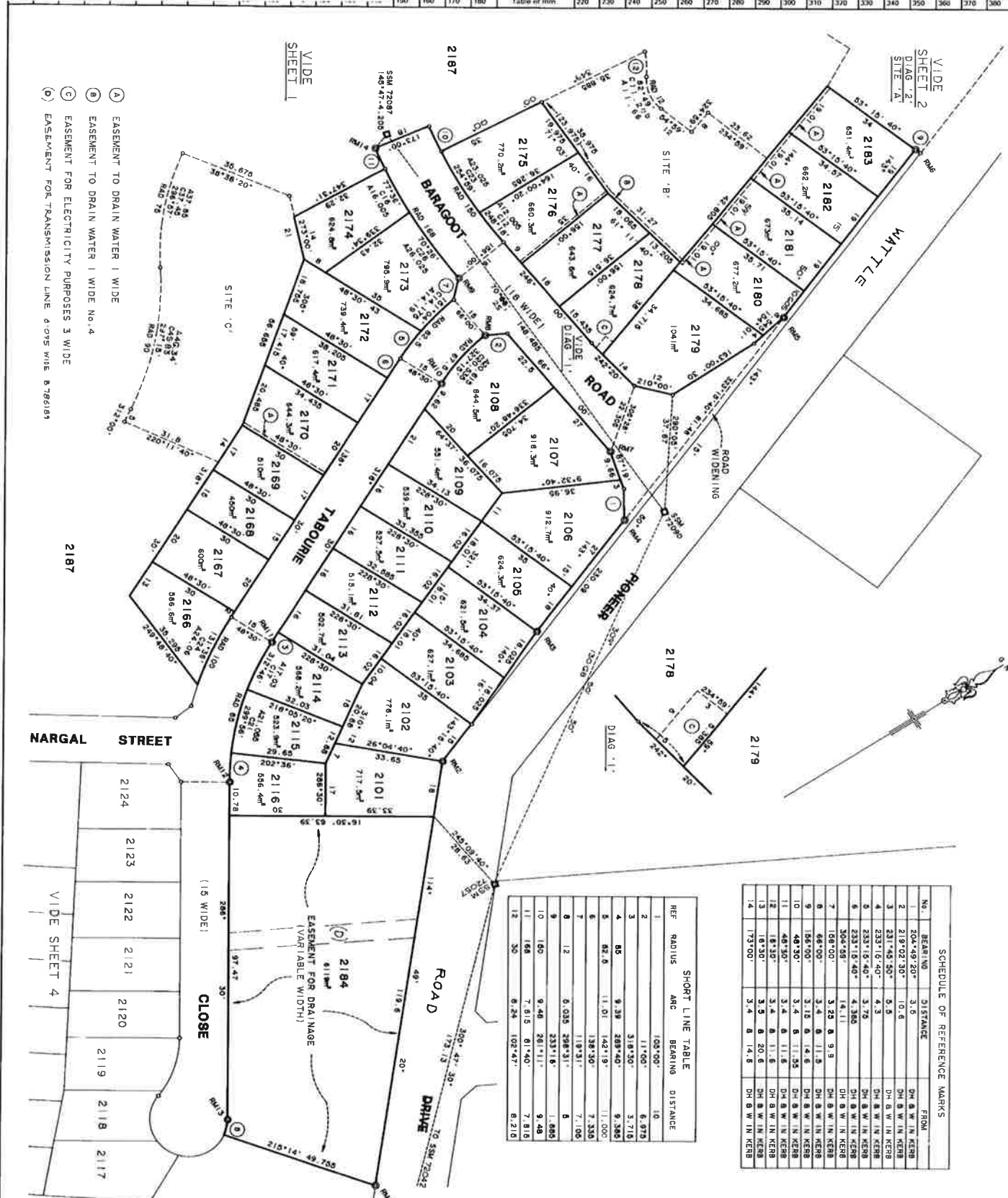
drawn covered by my Certificate No.

Control Data

For use where there is a discrepancy in any data on Plan Form 2.

SCHEDULE OF REFERENCE MARKS			
No.	BEARING	DISTANCE	FROM
1	204° 49' 20"	3.0	DN & W IN KERB
2	219° 02' 30"	10.6	DN & W IN KERB
3	231° 45' 30"	0.5	DN & W IN KERB
4	233° 15' 40"	4.3	DN & W IN KERB
5	233° 15' 40"	3.75	DN & W IN KERB
6	233° 15' 40"	4.360	DN & W IN KERB
7	168° 00'	3.25	DN & W IN KERB
8	68° 00'	3.4	DN & W IN KERB
9	155° 00'	3.15	DN & W IN KERB
10	49° 30'	3.4	DN & W IN KERB
11	49° 30'	3.4	DN & W IN KERB
12	18° 30'	3.4	DN & W IN KERB
13	18° 30'	3.4	DN & W IN KERB
14	173° 00'	3.4	DN & W IN KERB

SHORT LINE TABLE			
REF	RAD LUS	ARC	DISTANCE
1	204° 49' 20"	100° 00'	10
2	219° 02' 30"	11° 00'	6.978
3	231° 45' 30"	318° 30'	3.716
4	233° 15' 40"	268° 40'	9.3485
5	233° 15' 40"	142° 19'	11.000
6	233° 15' 40"	138° 30'	7.335
7	168° 00'	118° 31'	7.105
8	68° 00'	6° 03'	268° 31'
9	155° 00'	233° 15'	1.065
10	49° 30'	9° 46'	261° 11'
11	49° 30'	7° 51'	81° 40'
12	18° 30'	6° 24'	105° 47'



- (A) EASEMENT TO DRAIN WATER I WIDE
- (B) EASEMENT TO DRAIN WATER I WIDE No.4
- (C) EASEMENT FOR ELECTRICITY PURPOSES 3 WIDE
- (D) EASEMENT FOR TRANSMISSION LINE 6.075 WIDE B.786183

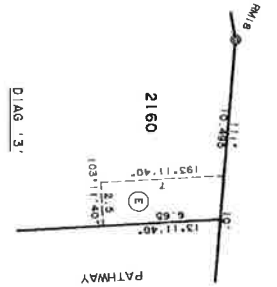
Plan Drawing only to appear in this space

Reduction: Ratio 1:800
SURVEYOR'S REFERENCE: 210521A
CDS 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

OFFICE USE ONLY



SCHEDULE OF REFERENCE MARKS			
No.	BEARING	DISTANCE	FROM
1	18° 30'	3.4	DM 8 W IN KERN
2	18° 30'	3.0	DM 8 W IN KERN
3	18° 30'	3.4	DM 8 W IN KERN
4	18° 30'	3.0	DM 8 W IN KERN
5	18° 30'	3.4	DM 8 W IN KERN
6	18° 30'	3.0	DM 8 W IN KERN
7	18° 30'	3.4	DM 8 W IN KERN
8	18° 30'	3.0	DM 8 W IN KERN
9	18° 30'	3.4	DM 8 W IN KERN
10	18° 30'	3.0	DM 8 W IN KERN
11	18° 30'	3.4	DM 8 W IN KERN
12	18° 30'	3.0	DM 8 W IN KERN
13	18° 30'	3.4	DM 8 W IN KERN
14	18° 30'	3.0	DM 8 W IN KERN
15	18° 30'	3.4	DM 8 W IN KERN
16	18° 30'	3.0	DM 8 W IN KERN
17	18° 30'	3.4	DM 8 W IN KERN
18	18° 30'	3.0	DM 8 W IN KERN
19	18° 30'	3.4	DM 8 W IN KERN
20	201° 10'	3.4	DM 8 W IN KERN

SHORT LINE TABLE			
REF	RADIUS	ARC BEARING	DISTANCE
1	12	8.106	50.339
2	30	2	142.448
3	12	10.62	107.25
4	30	70.47	6.80
5	12	333.15	8.73
6	30	116.90	3.63
7	12	1.625	282.33
8	12	6.065	31.15
9	30	280.38	10.69
10	12	13.48	81.32
11	30	12.53	6.995
12	12	11.918	130.50
13	30	7.018	130.28
14	12	6.095	116.44
15	30	63.15	0.58
16	12	334.30	5.335
17	30	11.305	280.32
18	12	7.81	271.95
19	30	8.705	261.16
20	12	11.420	317.32
21	30	9.225	74.47
22	12	350.18	9.475
23	30	3.01	103.99
24	12	17.515	7.32
25	30	14.23	18.47
26	12	16.09	170.52
27	30	7.19	123.39
28	12	159.58	6.218
29	30		

- (A) EASEMENT TO DRAIN WATER | WIDE No 1
- (B) EASEMENT TO DRAIN WATER | WIDE No 2
- (C) EASEMENT TO DRAIN WATER | WIDE No 3
- (D) EASEMENT TO DRAIN WATER | WIDE
- (E) EASEMENT FOR ELECTRICALITY PURPOSES 2.5 WIDE
- (F) EASEMENT FOR ELECTRICALITY PURPOSES 0.94 WIDE



Plan Drawing only to appear in this space

Surveyors Reference: 21052/A COS 3

D P 025735 (E)

Registered: 22-10-1992

This sheet is of my plan in L sheets dated

Survey registered under Surveyors Act 1933

This is a sheet of the plan of the land covered by my certificate of

Correct Copy

For use where space is insufficient in any plan or plan Form 2

Reduction Ratio 1: 800

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS OF THE USE OF LAND
INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.

Lengths are in Metres.

(Sheet 1 of 6 Sheets)

PART 1.

Plan: DP825735

Plan of Subdivision of
Lot 161 in DP.814571

Full name and address of
proprietor of the land.

Land and Housing Corporation
23 - 31 Moore Street
Liverpool NSW 2170

1. Identity of Easement
firstly referred to
in abovementioned plan.

Easement to Drain Water 1 Wide No.1

SCHEDULE OF LOTS AFFECTED.

Lots Burdened.

2187
2133
2132
2131
2130
2129
2128
2127
2125

Lots Benefited.

2126, 2125, 2127, 2128, 2129, 2130,
2131, 2132, 2133
2125, 2126, 2127, 2128, 2129, 2130,
2131, 2132
2125, 2126, 2127, 2128, 2129, 2130,
2131
2125, 2126, 2127, 2128, 2129, 2130
2125, 2126, 2127, 2128, 2129
2125, 2126, 2127, 2128
2125, 2126, 2127
2125, 2126
2126

2. Identity of Easement
secondly referred to
in abovementioned plan.

Easement to Drain Water 1 Wide No.2

SCHEDULE OF LOTS AFFECTED.

Lots Burdened.

2187
2150
2149
2148
2147
2146
2145
2144
2142

Lots Benefited.

2141, 2142, 2143, 2144, 2145, 2146,
2147, 2148, 2149, 2150
2141, 2142, 2143, 2144, 2145, 2146,
2147, 2148, 2149
2141, 2142, 2143, 2144, 2145, 2146,
2147, 2148
2141, 2142, 2143, 2144, 2145, 2146,
2147
2141, 2142, 2143, 2144, 2145, 2146
2141, 2142, 2143, 2144, 2145
2141, 2142, 2143, 2144
2141, 2142, 2143
2141, 2143

REGISTERED  22-10-1992

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS OF THE USE OF LAND
INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.

Lengths are in Metres.

(Sheet 2 of 6 Sheets)

PART 1.

Plan: 825735

Plan of Subdivision of
Lot 161 in DP.814571

3. Identity of Easement
thirdly referred to
in abovementioned plan.

Easement to Drain Water 1 Wide No.3

SCHEDULE OF LOTS AFFECTED.

Lots Burdened.

2187
2151
2152
2153
2154
2155
2156
2157
2158
2159
2160
2161

Lots Benefited.

2151, 2152, 2153, 2154, 2155, 2156,
2157, 2158, 2159, 2160, 2161,
2152, 2153, 2154, 2155, 2156, 2157,
2158, 2159, 2160, 2161,
Part Lot 2187 designated Site " E "
2153, 2154, 2155, 2156, 2157, 2158,
2159, 2160, 2161,
Part Lot 2187 designated Site " E "
2154, 2155, 2156, 2157, 2158, 2159,
2160, 2161,
Part Lot 2187 designated Site " E "
2155, 2156, 2157, 2158, 2159, 2160,
2161,
Part Lot 2187 designated Site " E "
2156, 2157, 2158, 2159, 2160, 2161,
Part Lot 2187 designated Site " E "
2157, 2158, 2159, 2160, 2161,
Part Lot 2187 designated Site " E "
2158, 2159, 2160, 2161,
Part Lot 2187 designated Site " E "
2159, 2160, 2161,
Part Lot 2187 designated Site " E "
2160, 2161,
Part Lot 2187 designated Site " E "
2161,
Part Lot 2187 designated Site " E "
Part Lot 2187 designated Site " E "

4. Identity of Easement
fourthly referred to
in abovementioned plan.

Easement to Drain Water 1 Wide No.4

SCHEDULE OF LOTS AFFECTED.

Lots Burdened.

2187

Lots Benefited.

2180, 2181, 2182, 2183



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS OF THE USE OF LAND
INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.

Lengths are in Metres.

(Sheet 3 of 6 Sheets)

PART 1.

Plan:

825735

Plan of Subdivision of
Lot 161 in DP.814571

5. Identity of Easement
fifthly referred to
in abovementioned plan.

Easement to Drain Water 1 Wide

SCHEDULE OF LOTS AFFECTED.

Lots Burdened.

2165
2170
2176

2180

2181

2182

2183

Lots Benefited.

Part Lot 2187 designated Site " D "
Part Lot 2187 designated Site " C "
2180, 2181, 2182, 2183,
Part Lot 2187 designated Site " A "
Part Lot 2187 designated Site " B "
2181, 2182, 2183,
Part Lot 2187 designated Site " A "
2182, 2183,
Part Lot 2187 designated Site " A "
2183,
Part Lot 2187 designated Site " A "
Part Lot 2187 designated Site " A "

6. Identity of Easement
sixthly referred to
in abovementioned plan.

Easement for Drainage Variable Width

SCHEDULE OF LOTS AFFECTED.

Lots Burdened.

2184

Authority Benefited.

The Council of The Municipality of
Shellharbour

7. Identity of Easement
seventhly referred to
in abovementioned plan.

Easement for Electricity Purposes 3
Wide.

SCHEDULE OF LOTS AFFECTED.

Lots Burdened.

2178

Authority Benefited.

Illawarra County Council

8. Identity of Easement
eighthly referred to
in abovementioned plan.

Easement for Electricity Purposes 2.5
Wide.

SCHEDULE OF LOTS AFFECTED.

Lots Burdened.

2160

Authority Benefited.

Illawarra County Council



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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS OF THE USE OF LAND
INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.

Lengths are in Metres.

(Sheet 4 of 6 Sheets)

PART 1.

Plan:

825735

Plan of Subdivision of
Lot 161 in DP.814571

9. Identity of Easement
ninthly referred to
in abovementioned plan.

Easement for Electricity Purposes 5.94
Wide.

SCHEDULE OF LOTS AFFECTED.

Lots Burdened.

Authority Benefited.

Pathway

Illawarra County Council

10. Identity of Easement
tenthly referred to
in abovementioned plan.

Easement for Electricity Purposes
Variable Width.

SCHEDULE OF LOTS AFFECTED.

Lots Burdened.

Authority Benefited.

2187

Illawarra County Council

11. Identity of Restriction
eleventhly referred to
in abovementioned plan.

Restriction on Use.

SCHEDULE OF LOTS AFFECTED.

Lots Burdened.

Lots Benefited.

Each lot except
Lots 2185, 2186, 2187

Every other lot except
Lots 2185, 2186, 2187



84

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS OF THE USE OF LAND
INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.

Lengths are in Metres.

(Sheet 5 of 6 Sheets)

PART 2.

Plan: 825735

Plan of Subdivision of
Lot 161 in DP.814571

7,8, TERMS OF EASEMENT FOR ELECTRICITY PURPOSES 3.0 WIDE SEVENTHLY,
9,10. 2.5 WIDE EIGHTHLY, 5.94 WIDE NINTHLY AND VARIABLE WIDTH TENTHLY
REFERRED TO IN THE ABOVEMENTIONED PLAN.

FULL AND FREE RIGHT FOR THE AUTHORITY IN WHOSE FAVOUR THIS EASEMENT IS
CREATED its employess and contractors together with all necessary plant and
vehicles to use and maintain for the purpose of the transmission of
electrical energy the electrical substation equipment structures cables and
fittings constructed installed and laid in and above the land burdened by
this instrument. The authority in whose favour this easement is created
shall have the following rights:

- (1) to make all necessary excavations in or under the land provided
that the surface of the said land shall be rehabilitated and
restored;
- (2) to enter upon the land for the purpose of installing any component
in substitution for or in addition to any electrical substation
equipment structures cables and fittings installed in and above the
ground;
- (3) to enter upon the land to inspect and maintain the condition of the
electrical substation equipment structures cables and fittings;
- (4) to cut and trim trees branches of other foliage which may either
overhang or encroach the land;
- (5) the authority in whose favour this easement is created shall not be
obliged to construct or maintain any fence on the boundary or any
other part of the land except;
 - (a) where in the course of exercising its rights the authority in whose
favour this easement is created removes or damages any existing
fence or;
 - (b) where the construction of the fence is by reason of any
danger occasioned by the use of the land by the authority in whose
favour this easement is created.

AND PROVIDED FURTHER that the Registered Proprietor shall for himself and
others the owner or owners from time to time of the land referred to above
covenant with the authority in whose favour this easement is created that he
will not wilfully do or knowingly suffer to be done any act or thing which
may injure or damage the said electrical substation equipment structures
cables and fittings or interfere with the free flow of electricity through
under over or along the land or impede the exercise of the rights granted
herein by constructing installing or placing upon the land any building
structure or apparatus (without the written permission thereto) AND if any
such injury be done or interference be made the Registered Proprietor will
forewith pay the costs of properly repairing all such injury or damage.



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS OF THE USE OF LAND
INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.

Lengths are in Metres.

(Sheet 6 of 6 Sheets)

PART 2.

Plan: **825735**

Plan of Subdivision of
Lot 161 in DP.814571

11. TERMS OF RESTRICTION ON USE ELEVENTHLY REFERRED TO IN
ABOVEMENTIONED PLAN.

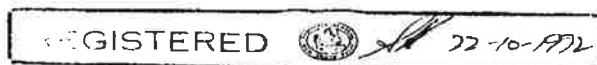
(a) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the Land and Housing Corporation without the consent of the Land and Housing Corporation or its successors other than purchasers on sale but such consent shall not be withheld if such fencing is erected without expense to the Land and Housing Corporation or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by the Land and Housing Corporation other than purchases on sale.

(b) No advertisement hoarding sign or matter shall be displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of the Land and Housing Corporation or its successors.

NAME OF PERSON EMPOWERED TO RELEASE, VARY OR MODIFY RESTRICTION SIXTHLY REFERRED AND RESTRICTION TENTHLY REFERRED TO IN ABOVEMENTIONED PLAN.

Land and Housing Corporation.

Signed by me Grahame Richard Yard..... *G.R. Yard*
as DELEGATE of the NEW SOUTH WALES
LAND AND HOUSING CORPORATION,
who hereby declares that he has no
notice of the delegation, in the
presence of Frank Redmond Shepherd..... *FR Redmond*





Address all communication to the Chief Executive Officer
Shellharbour City Council,
Locked Bag 155
Shellharbour City Centre, NSW 2529
DX 26402 Shellharbour City Centre
p. 02 4221 6111 f. 02 4221 6016
council@shellharbour.nsw.gov.au
www.shellharbour.nsw.gov.au

Applicant:

InfoTrack Pty Ltd
GPO BOX 4029
SYDNEY

ecertificates@infotrack.com.au

**PLANNING CERTIFICATE PURSUANT TO
SECTION 10.7 ENVIRONMENTAL PLANNING
AND ASSESSMENT ACT, 1979**

Applicants Reference: 233551

Certificate No: PL0529/2024

Print Date: 08 March 2024

LAND DESCRIPTION:

75 Jindabyne Road FLINDERS NSW 2529

Lot 1 DP 1034595

Land ID: 25382

Disclaimer

Information contained in this certificate relates only to the land for which this certificate is issued on the day it is issued. This information is provided in good faith and the Council shall not incur any liability in respect of any such advice. Council relies on state agencies for advice and accordingly can only provide that information in accordance with the advice. Verification of the currency of agency advice should occur. For further information, please contact Council's Customer Service Section.

Title Information

Title information shown on this Planning Certificate is provided from Council's records and may not conform to information shown on the current Certificate of Title. Easements, restrictions as to user, rights of way and other similar information shown on the title of the land are not provided on this planning certificate.

Inspection of the land

The Council has made no inspection of the land for the purposes of this Planning Certificate.

PLANNING CERTIFICATE PURSUANT TO
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AND ASSESSMENT ACT, 1979

Cert No: PL0529/2024

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PART A: INFORMATION PROVIDED UNDER SECTION 10.7(2)

Matters contained in this certificate apply only to the land on the date of issue.

1. Name of Relevant Planning Instruments and DCPs

1.1 Which environmental planning instruments apply to the carrying out of development on the land?

Local Environmental Plan

Shellharbour Local Environmental Plan 2013.

Reference should also be made to NSW Legislation website www.legislation.nsw.gov.au for full details regarding this LEP.

State Environmental Planning Policies

SEPP - (Exempt & Complying Development Codes) 2008.

SEPP (Housing) 2021.

SEPP (Biodiversity & Conservation) 2021.

SEPP (Industry & Employment) 2021.

SEPP (Planning Systems) 2021.

SEPP (Primary Production) 2021.

SEPP (Resilience & Hazards) 2021.

SEPP (Resources & Energy) 2021.

SEPP (Transport & Infrastructure) 2021.

SEPP - (Precincts Regional) 2021.

SEPP - (Sustainable Buildings) 2022

Please see the NSW Department of Planning & Environment website www.planning.nsw.gov.au and the Legislation website www.legislation.nsw.gov.au for details on State Environmental Planning Policies.

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1.2 Which development control plans apply to the carrying out of development on the land?

The Shellharbour Development Control (DCP) is Council's only DCP and applies to all of the Shellharbour City Council area except for the land at Calderwood covered by State Environmental Planning Policy (Precincts - Regional) 2021 Appendix 5 Calderwood.

The DCP covers many forms of development including residential, commercial and industrial and will potentially apply to any development within the Shellharbour City Council area that requires development consent.

Section 4.15 of the *Environmental Planning and Assessment Act* lists a DCP as a matter for consideration in determining a development application.

Technical Policies

Shellharbour Drainage Design Handbook. Council developed and adopted the Shellharbour Drainage Design Handbook. Refer to the following link:
<https://www.shellharbour.nsw.gov.au/plan-and-build/planning-controls-and-guidelines/shellharbour-engineering-code#:~:text=The%20Shellharbour%20Engineering%20Code%20provides%20guidelines%20for%20the,infrastructure%20within%20the%20Shellharbour%20Local%20Government%20Area%20%28LGA%29>

1.3 Which proposed environmental planning instruments apply to the carrying out of development on the land that is or has been the subject of community consultation or public exhibition?

Planning Proposal – Local Environmental Plans

No exhibited Draft Local Environmental Plans.

Draft State Environmental Planning Policies

The Explanation of Intended Effect (EIE) is being publicly exhibited by the Department of Planning and Environment until 23/02/2024. It proposes changes to the R2 Low Density Residential Zone and R3 Medium Density Residential Zone where they are located within a certain distance of:

- a railway station;
- the E2 Commercial Centre zone; and
- E1 Local Centre zones - but only if they contain a wide range of frequently needed goods and services such as full line supermarkets, shops and restaurants.

Please refer to the Department of Planning and Environment website for more information by cut and pasting the following for a search:

Diverse and well-located homes | Planning (nsw.gov.au)

**PLANNING CERTIFICATE PURSUANT TO
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Exhibited Technical Policies

There are no Exhibited Technical Policies on this land.

1.4 Which proposed development control plans apply to the carrying out of development on the land that is or has been the subject of community consultation or public exhibition?

No exhibited draft Development Control Plans apply to the land.

1.5 In this clause 1.3 and 1.4 do not apply in relation to a proposed environmental planning instrument or a draft development control plan if it has been more than 3 years since the end of the public exhibition for the proposed instrument or draft plan, or for a proposed environmental planning instrument, the Planning Secretary has notified Council that the making of the proposed instrument has been deferred indefinitely or has not been approved

1.6 In this clause, proposed environmental planning instrument means a draft environment planning instrument and includes a planning proposal for a LEP.

2. ZONING AND LAND USE UNDER RELEVANT LEPs

For each environmental planning instrument or draft environmental planning instrument referred to in clause 1 above that includes land in a zone:

2.1 What is the identity of the zoning for the land?

Shellharbour LEP 2013 - R2 Low Density Residential.

2.2 For what purposes may development be carried out within the zone without development consent?

Shellharbour LEP 2013 - R2: Home occupations.

2.3 For what purposes may development not be carried out within the zone except with development consent?

Shellharbour LEP 2013 - R2: Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Jetties; Multi dwelling housing; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Tank-based aquaculture; Water reticulation systems.

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2.4 For what purposes is development prohibited within the zone?

Shellharbour LEP 2013 - R2: Any development not specified in clause 2.2 or 2.3.

2.5 Whether additional permitted uses apply to land?

Shellharbour LEP 2013 - No.

2.6 Are there any development standards applying to the land which fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions?

Shellharbour LEP 2013 - No.

Note: A minimum lot size applies to all land shown on the Lot Size Map and/or as outlined in Shellharbour LEP 2013 written instrument.

Note: A clause for the subdivision of certain split zoned land applies as outlined in the Shellharbour LEP 2013 written instrument.

2.7 Is the land in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016?

Shellharbour LEP 2013 - No.

2.8 Is the land in a conservation area?

Shellharbour LEP 2013 - No.

2.9 Is an item of environmental heritage situated on the land?

Shellharbour LEP 2013 - No.

3. CONTRIBUTIONS

3.1 The name of each contributions plan under the Act, Division 7.1 that applies to the land, including draft contributions plans?

Shellharbour Local Infrastructure Contributions Plan 2019 (9th Review)
(Amendment 1).

3.2 If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4 - the name of the region and the name of the Ministerial planning order in which the region is identified.

Environmental Planning and Assessment (Housing and Productivity Contribution)
Order 2023 - Illawarra-Shoalhaven Region

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- 3.3 If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area.

Not applicable.

4. **COMPLYING DEVELOPMENT**

- 4.1 If the land is land on which complying development may be carried out under each of the complying development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* because of that Policy, clause 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of those clauses.
- 4.2 If complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.
- 4.3 If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.
- 4.4 If the complying development codes are varied, under that Policy, clause 1.12, in the relation to the land.

Housing Code

Complying development under the Housing Code MAY be carried out on the land.

Rural Housing Code

Complying development under the Rural Housing Code MAY be carried out on the land.

Agritourism and Farm Stay Accommodation Code

Complying development under the Agritourism and Farm Stay Accommodation MAY be carried out on the land.

Low Rise Housing Diversity Code

Complying development under the Low Rise Housing Diversity Code MAY be carried out on the land.

Greenfield Housing Code

Complying Development under the Greenfield Housing Code MAY NOT be carried out on the land.

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.....

Housing Alterations Code

Complying development under the Housing Alterations Code MAY be carried out on the land.

General Development Code

Complying development under the General Development Code MAY be carried out on the land.

Industrial and Business Alterations Code

Complying development under the Industrial and Business Alterations Code MAY be carried out on the land.

Industrial and Business Buildings Code

Complying development under the Industrial and Business Buildings Code MAY be carried out on the land.

Container Recycling Facilities Code

Complying development under the Container Recycling Facilities Code MAY be carried out on the land.

Subdivisions Code

Complying development under the Subdivision Code MAY be carried out on the land.

Demolition Code

Complying Development under the Demolition Code MAY be carried out on the land.

Fire Safety Code

Complying development under the Fire Safety Code MAY be carried out on the land.

5 EXEMPT DEVELOPMENT

- 5.1** If the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* because of that Policy, clause 1.16(1) (b1) to (d) or 1.16A.
- 5.2** If exempt development may not be carried out on the land because of the provisions of clauses 1.16(1) (b1) to (d) or 1.16A, the reasons why it may not be carried out under those clauses.

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5.3 If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

5.4 If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

Exempt development may only be carried out on the land if it complies with State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

6. **AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS**

6.1 Is an affected building notice, of which council is aware, in force in respect of the land?

No.

6.2 Is there any building product rectification order, of which council is aware, in force in respect of the land that has not been fully complied with?

No.

6.3 Has any notice of intention to make a building product rectification order, of which council is aware, been given in respect of the land and is outstanding?

No.

6.4 In this clause, affected building notice has the same meaning as in the Building Products (Safety) Act 2017, Part 4 and building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

7. **LAND RESERVED FOR ACQUISITION**

7.1 Does any environmental planning instrument or proposed environmental planning instrument referred to in item 1 above make provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the *Environmental Planning & Assessment Act*?

Shellharbour LEP 2013 - No.

8. **ROAD WIDENING AND ROAD ALIGNMENT**

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8.1 Is the land affected by any road widening or road realignment under:

(a) The Roads Act 1993, Part 3, Division 2?

No.

(b) Any environment planning instrument?

No.

(c) Any resolution of the Council?

No.

9 FLOOD RELATED DEVELOPMENT CONTROLS

9.1 If the land or part of the land within the flood planning area and subject to flood related development controls.

Elliott Lake - Little Lake Floodplain Risk Management Study & Plan - All or part of the land has been identified within the *Elliott Lake - Little Lake Floodplain Risk Management Study & Plan (2016)* as **below the Flood Planning Level**. Councils' Floodplain Risk Management Development Control Plan (DCP) will apply. For further information, please contact Council's Engineering Services on 4221 6111.

9.2 If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

Elliott Lake - Little Lake Floodplain Risk Management Study & Plan - All or part of the land has been identified within the *Elliott Lake - Little Lake Floodplain Risk Management Study & Plan (2016)* as **Flood Prone**. Councils' Floodplain Risk Management Development Control Plan (DCP) will apply. For further information, please contact Council's Engineering Services on 4221 6111.

9.3 In this section — flood planning area has the same meaning as in the Flood Risk Management Manual.

Flood Risk Management Manual means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.

Probable maximum flood has the same meaning as in the Flood Risk Management Manual.

10. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

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.....
Is the land affected by an adopted policy that restricts the development of the land because of the likelihood of:

10.1 Landslip

No.

10.2 Bushfire

No.

10.3 Tidal Inundation

No.

10.4 Subsidence

No.

10.5 Acid Sulphate Soils

No.

10.6 Contamination

No.

10.7 Aircraft Noise

No.

10.8 Salinity

No.

10.9 Coastal Hazards

No.

10.10 Sea Level Rise

No.

10.11 Any Other Risk

No.

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.....

10.12 In this clause, adopted policy means a policy adopted by the Council or by another public authority, if the public authority has notified the Council that the policy will be included in a planning certificate issued by the Council.

11. **BUSH FIRE PRONE LAND**

11.1 Is any of the land bushfire prone land as designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bushfire prone land? If none of the land is bushfire prone land, a statement to that effect.

No.

12. **LOOSE FILL ASBESTOS INSULATION**

12.1 Does the land include any residential premises within the meaning of the Home Building Act 1989, Part 8, Division 1A that are listed on the Register that is required to be maintained under that Division?

Council is not aware that the land is on the register. You should make your own enquiries with NSW Fair Trading and search the register available on their website to confirm this information.

13. **MINE SUBSIDENCE**

13.1 Is the land proclaimed to be a mine subsidence district within the meaning of *Coal Mine Subsidence Compensation Act 2017*?

No.

14. **PAPER SUBDIVISION INFORMATION**

14.1 The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a ballot.

Not applicable.

14.2 The date of any subdivision order that applies to the land.

Not applicable.

14.3 Words and expressions used in the clause have the same meaning as in the Environmental Planning & Assessment Regulation, Part 10 and the Act, Schedule 7.

15. **PROPERTY VEGETATIONS PLAN**

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-
- 15.1 Does an approval property vegetation plan under the *Native Vegetation Act 2003* Part 4 apply to the land, being a plan to which the council has been notified of its existence by the person or body that approved the plan under that Act?

No.

16. **BIODIVERSITY STEWARDSHIP SITES**

- 16.1 Is the land a biodiversity stewardship site under a biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016* Part 5, that council has been made aware of by the Biodiversity Conservation Trust?

No.

Note: Biodiversity Stewardship agreements including biobanking agreements under the Threatened Species Conservation Act 1995 Part 7A that are taken to be biodiversity stewardship agreements under the Biodiversity Conservation Act 2016, Part 5.

17. **BIODIVERSITY CERTIFIED LAND**

- 17.1 Is the land biodiversity certified land under the *Biodiversity Conservation Act 2016* Part 8?

No.

Note: Biodiversity certified land includes land certified under the Threatened Species Conservation Act 1995, Part 7AA that is taken the certified under the Biodiversity Conservation Act 2016, Part 8.

18. **ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006**

- 18.1 Has an order been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land, being an order to which the council has been notified of?

No.

19. **ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS**

- 19.1 If the Coastal Management Act 2016 applies to the Council, whether the owner, or any previous owner, of the land has given written consent to the land being subject to annual charges under the *Local Government Act 1993*, section 496B, for coastal protection services that relate to existing coastal protection works?

Not applicable.

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-
- 19.2 In this clause, existing coastal protection works has the same meaning as in the Local Government Act 1993, section 553B.**

Note: Existing coastal protection works are works to reduce the impact of coastal hazards on land such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

20. WESTERN SYDNEY AEROTROPOLIS

- 20.1 Chapter 4 of the State Environmental Planning Policy (Precincts – Western Parkland City) 2021 does not apply to the Shellharbour Local Government Area**

21. DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

- 21.1 If State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 applies to the land, have any conditions of consent been granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, clause 88(2)?**

No.

22. SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT CONDITIONS FOR AFFORDABLE RENTAL HOUSING

- 22.1 Is there a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, of which council is aware, in relation to proposed development on the land?**

No.

- 22.2 The period for which the certificate is current is?**

Not Applicable.

If there is a certificate, copy of the certificate can be obtained from the Department.

- 22.3 If State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land, have any conditions of development consent in relation to the land that are of a kind referred to in that Policy, clause 21(1) or 40(1)?**

No.

- 22.4 Are there any conditions of development consent in relation to the land that are of a kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1)?**

No.

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.....
22.5 In this clause, former site compatibility certificate means a site compatibility certificate issued under State Environmental Planning Policy (Affordable Rental Housing) 2009.

NOTE: MATTERS PRESCRIBED BY SECTION 59(2) OF THE CONTAMINATED LAND MANAGEMENT ACT 1997 (CLM Act)

(a) Is the land significantly contaminated land within the meaning of the CLM Act at the date of this certificate?

No.

(b) Is the land subject to a management order within the meaning of the CLM Act at the date of this certificate?

No.

(c) Is the land the subject of an approved voluntary management proposal within the meaning of the CLM Act at the date of this certificate?

No.

(d) Is the land the subject of an ongoing maintenance order within the meaning of the CLM Act at the date of this certificate?

No.

(e) Is the land the subject of a site audit statement within the meaning of the CLM Act (such a statement having been provided to Council at any time)?

No.

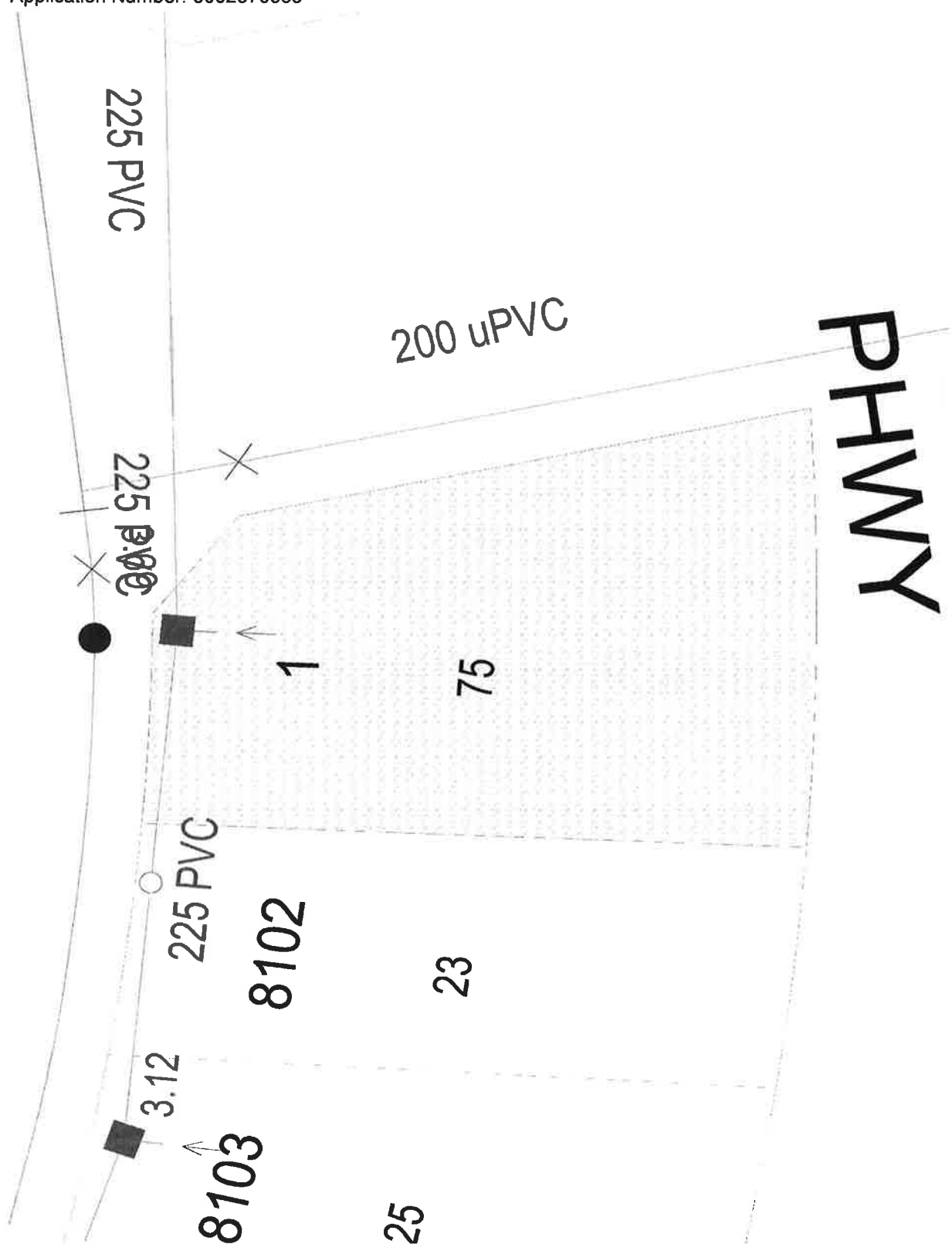
PART B: NOTATIONS

There are no Part B notations on this property.

For further information please contact the
Land & Information Services on
(02) 4221 6111

Authorised by:
Mike Archer
Chief Executive Officer

Service Location Print
Application Number: 8002370386



Document generated at 31-03-2023 09:50:14 AM

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Asset Information

Legend

Sewer

Sewer Main (with flow arrow & size type text)	
Disused Main	
Rising Main	
Maintenance Hole (with upstream depth to invert)	
Sub-surface chamber	
Maintenance Hole with Overflow chamber	
Ventshaft EDUCT	
Ventshaft INDUCT	
Property Connection Point (with chainage to downstream MH)	
Concrete Encased Section	
Terminal Maintenance Shaft	
Maintenance Shaft	
Rodding Point	
Lamphole	
Vertical	
Pumping Station	
Sewer Rehabilitation	

Pressure Sewer

Pressure Sewer Main	
Pump Unit (Alarm, Electrical Cable, Pump Unit)	
Property Valve Boundary Assembly	
Stop Valve	
Reducer / Taper	
Flushing Point	

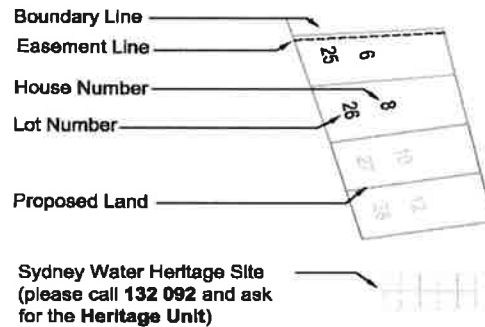
Vacuum Sewer

Pressure Sewer Main	
Division Valve	
Vacuum Chamber	
Clean Out Point	

Stormwater

Stormwater Pipe	
Stormwater Channel	
Stormwater Gully	
Stormwater Maintenance Hole	

Property Details



Water

WaterMain - Potable (with size type text)	
Disconnected Main - Potable	
Proposed Main - Potable	
Water Main - Recycled	
Special Supply Conditions - Potable	
Special Supply Conditions - Recycled	
Restrained Joints - Potable	
Restrained Joints - Recycled	
Hydrant	
Maintenance Hole	
Stop Valve	
Stop Valve with By-pass	
Stop Valve with Tapers	
Closed Stop Valve	
Air Valve	
Valve	
Scour	
Reducer / Taper	
Vertical Bends	
Reservoir	
Recycled Water is shown as per Potable above. Colour as Indicated	

Private Mains

Potable Water Main	
Recycled Water Main	
Sewer Main	
Symbols for Private Mains shown grey	

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Pipe Types

ABS	Acrylonitrile Butadiene Styrene	AC	Asbestos Cement
BRICK	Brick	CI	Cast Iron
CICL	Cast Iron Cement Lined	CONC	Concrete
COPPER	Copper	DI	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	DIPL	Ductile Iron Polymeric Lined
EW	Earthenware	FIBG	Fibreglass
FL BAR	Forged Locking Bar	GI	Galvanised Iron
GRP	Glass Reinforced Plastics	HDPE	High Density Polyethylene
MS	Mild Steel	MSCL	Mild Steel Cement Lined
PE	Polyethylene	PC	Polymer Concrete
PP	Polypropylene	PVC	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	PVC - O	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	RC	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	S	Steel
SCL	Steel Cement (mortar) Lined	SCL IBL	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	SPL	Steel Polymeric Lined
SS	Stainless Steel	STONE	Stone
VC	Vitrified Clay	WI	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

31 March 2023

Infotrack Pty Limited

Reference number: 8002370385

Property address: 75 Jindabyne Rd Flinders NSW 2529

Sewer service diagram is not available

Unfortunately, we don't have a Sewer service diagram available for this property.

This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

The fee you paid has been used to cover the cost of searching our records.

Yours sincerely



Jason Dagger
Head of Customer Metering & Accounts